



**G. NON-ARRANGED PARTICIPATION:**

*Non-arranged participation will include those in the audience not listed on the agenda that wish to speak. At the Village President's discretion, members of the audience may be called on to speak at any time. Those addressing the Council will state their name, and address. This section is limited to 5-minutes per participant or 10-minutes for group representatives.*

**H. COMMUNICATIONS:**

1. Upcoming Meeting List
2. Comcast Information
3. Town Hall Meeting Thank You Letters
4. Revenue Sharing Decrease

**Page # 11-18**

**I. REPORTS:**

1. Public Works Superintendent – Ed Lobdell

**Page # 19-26**

2. Washtenaw County Sheriff's Office – Sgt. Gieske  
October Citation Report

**Page # 27-28**

3. Board, Commission, & Other Reports- "Bi-annual or as needed"  
Arts, Culture & Heritage Committee Representatives  
Chelsea Area Planning Team / Dexter Area Regional Team  
Dexter Area Chamber  
**Dexter Area Fire Department Representative – Jim Seta**  
Downtown Development Authority Chair  
Farmers Market Representative  
Gordon Hall Mgmt Team Representative  
Huron River Watershed Council Representative  
Library Board Representative  
Parks & Recreation Commission  
Planning Commission Chair  
Tree Board Chair  
Washtenaw Area Transportation Study Policy Committee Rep  
Western Washtenaw Area Value Express Representative

**Page # 29-46**

4. Subcommittee Reports - None

*"This meeting is open to all members of the public under Michigan Open Meetings Act."*

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5. Village Manager Report Page # 47-50

6. President's Report Page # 51-52

**J. CONSENT AGENDA**

*Bills & Payroll will be a standing item under consent agenda. Discussion of the Budget and Financial matters will be covered under the Presidents Report as a standing item. Items under consent agenda are considered routine and will be acted upon in one motion. There will be no separate discussion of these items unless a Council Member so requests, and the item will be removed from Consent and added to the regular agenda at the end of New Business.*

1. Consideration of: Bills & Payroll in the amount of: \$ 329,360.26  
Page # 53-60

2. Consideration of: Appointment of Steven Berlage to the Parks & Recreation  
Commission  
Page # 61-64

**K. OLD BUSINESS- Consideration and Discussion of:**

1. Discussion of: Facilities  
Memo from Cornerstone Design  
Page # 65-66

**L. NEW BUSINESS- Consideration and Discussion of:**

1. Consideration of: Parks and Recreation Commission recommendation to approve  
the Professional Services Scope of Work from JJR to complete  
the MDEQ permitting phase of the Mill Pond Park project in an  
amount not to exceed \$45,100.  
Page # 67-86

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2. Consideration of: Parks and Recreation Commission recommendation to approve the Professional Services Scope of Work from JJR to complete the MDEQ permitting and construction documents necessary for permitting of the Waterway Infrastructure Grant in an amount not to exceed \$17,360.

**Page # 87-102**

3. Consideration of: Request from Katie's for a site plan extension until October 12, 2010

**Page # 103-110**

4. Discussion of: Drinking Water Revolving Fund Project

**Page # 111-116**

#### **M. COUNCIL COMMENTS**

#### **N. NON-ARRANGED PARTICIPATION**

*Same as item F. Those addressing the Council will state their name, and address. This section is limited to 5-minutes per participant or 10-minutes for group representatives.*

#### **O. ADJOURNMENT**

*"This meeting is open to all members of the public under Michigan Open Meetings Act."*

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DEXTER VILLAGE COUNCIL  
WORK SESSION  
MONDAY, OCTOBER 26, 2009

AGENDA 11-9-09  
ITEM C-1

**A. CALL TO ORDER**

The meeting was called to order at 6:00 by President Keough in the Board Room of the Copeland Building at 7714 Dexter Ann Arbor Rd. in Dexter, Michigan

**B. ROLL CALL:** President Keough

J. Carson	P. Cousins
D. Fisher	J. Semifero
J. Smith	R. Tell

Also attending Village Manager, Donna Dettling and Council Clerk, Carol Jones

**C. DISCUSSION OF THE FUTRUE OF A FIRE HALL IN THE VILLAGE**

The discussion began with what is in the future for the Fire Board/Authority. President Keough mentioned five area of concern: logistics, equipment needs, service area, cost share, and how to manage production. President Keough also updated those attending on the meeting regarding the development of a regional fire department. Those participating at the table are the Village of Dexter and townships Dexter, Scio and Webster. They are working with a lot of cooperation around the table and need to have more information on a regional department to determine where stations should be located.

Discussion followed on 8140 Main Street, elevator tower and Village offices and costs of projects for facilities improvements which will depend on the priorities of the Village of offices and a fire hall.

Respectfully submitted,

Carol J. Jones  
Clerk, Village of Dexter

Approved for Filing: \_\_\_\_\_

**Council Work Session – Oct. 26, 2009**  
**The Future of a Fire Hall in the Village of Dexter**

**Some Fire Department/Fire Hall Issues**

- I. Fire Authority – What’s in the Future**
  - a. Organization**
    - i. DAFD (current)**
    - ii. Regional**
    - iii. Village/City**
    - iv. Independent**
    - v. Other**
  - b. Financing**
    - i. Funded by Organization members (current)**
      - 1. Village providing main facility**
    - ii. Millage**
    - iii. Other**
- II. Type and Size of Facilities**
  - a. Main Station – Village of Dexter**
    - i. Number of Bays**
    - ii. Equipment storage**
    - iii. Communications equipment**
    - iv. Kitchen and downtime space**
    - v. Sleeping quarters**
    - vi. Locker room and showers**
    - vii. Other**
  - b. Substations**
    - i. Dexter Twp**
    - ii. Webster Twp**
- III. Location of Main Station in Village**
  - a. Current location: 8140 Main St**
    - i. Built in 1954**
  - b. Suggested Alternate Locations**
    - i. Old Pilot property on Grand St**
    - ii. Old Cottage Inn property at Baker/Ann Arbor Rd**
    - iii. Kaupp farm property on Dan Hoey Rd**
    - iv. Others**
  - c. What is the Importance of Location**
    - i. What makes a location the best?**
- IV. Other Issues**

## Some Fire Hall Questions

1. Under what circumstances would we consider moving the fire hall from its current location?
  - a. Is a new fire hall needed?
  - b. Is a new fire hall desired?
  - c. Does building a new fire hall then provide an economical option for locating the Village Offices?
  - d. Is there a better location in the Village?
  - e.
  - f.
  - g.
  - h.
  
2. If a new fire hall is not in our future plans, how much are we willing to invest in renovations/additions to the current fire hall?
  
3. If a new fire hall is in our future plans, what are the options for paying for it?
  
- 4.
  
- 5.
  
- 6.
  
- 7.
  
- 8.
  
- 9.
  
- 10.



DEXTER VILLAGE COUNCIL  
REGULAR MEETING  
MONDAY, OCTOBER 26, 2009

AGENDA 11-9-09  
ITEM C-2

**A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

The meeting was called to order at 7:33 by President Keough in the Dexter Senior Center located at 7720 Dexter Ann Arbor Rd. in Dexter, Michigan

**B. ROLL CALL:** President Keough

J. Carson  
D. Fisher  
J. Smith

P. Cousins  
J. Semifero  
R. Tell

**C. APPROVAL OF THE MINUTES**

1. Regular Council Meeting Minutes - October 12, 2009

Motion Smith; support Fisher to approve the minutes of October 12, 2009

Unanimous voice vote for approval

**D. PREARRANGED PARTICIPATION**

None

**E. APPROVAL OF THE AGENDA**

Motion Semifero; support Smith to approve the agenda with the addition of Jon Rush's email as Communications item H-6.

Unanimous voice vote for approval

**F. PUBLIC HEARINGS**

*Action on each public hearing will be taken immediately following the close of the hearing*

None

**G. NON-ARRANGED PARTICIPATION**

None

**H. COMMUNICATIONS:**

1. Upcoming Meeting List
2. Town Hall Meeting Comments / Article from Wall Street Journal
3. Michigan Municipal League -- Elected Officials Academy
4. Comcast Information
5. September Citation Report
6. Jon Rush's email from 10/22/2009

**I. REPORTS**

1. Finance Director/Treasurer – Marie Sherry  
First Quarter Report

President Keough presented Ms. Sherry with the Distinguished Budget Award for the Village of Dexter from the Government Finance Officers Association of the United States and Canada.

Ms. Sherry submits her report as per packet. In addition Ms. Sherry reported on the following: collection of 91% of Village taxes and that there was an increase in senior deferments and installment payments versus lump sum payments; the annual audit is scheduled to begin on Wednesday; anticipate a 9-11% decrease in state revenue sharing; and all taxes will go down .3% next year.

2. Community Development Manager – Allison Bishop – Written Report Only  
First Quarter Board and Commission Update  
Supplemental Report

Ms. Bishop submits her report as per packet

3. Boards, Commissions. & Other Reports-“Bi-annual or as needed”

*Parks & Recreation Commission – Joe Semifero*

Mr. Semifero reported on the following: U of M Student Project is ongoing and will get more feedback at the next meeting on signage for Mill Creek Park; a Parks and Recreation Millage/Funding has been put on the shelf for now; Ice Skating Rink would be best served if downtown and more visible and will look to a special groups such as the Hockey Club for assistance; and recommending going forward on the JJR plan for the Mill Creek Park and mention of the permitting from the Michigan Department of Environmental Quality.

*Western Washtenaw Area Value Express Representative – Jim Carson*

Mr. Carson gave a year end update on the Western Washtenaw Area Value Express (WAVE) ridership and reported that WAVE ended the fiscal year in the black. WAVE will be taking over the van service from the Chelsea Retirement Center and will be providing service to the Cedars of Dexter when it opens. Sylvan Township has dropped out of WAVE for 2008-2009 and it was noted that Dexter Township and Webster Township do not participate.

4. Subcommittee Reports - None
5. Village Manager Report

Mrs. Dettling submits her report as per packet. In addition Mrs. Dettling mentioned the following: provided handout on comparing services of Washtenaw County Building Department and Chelsea Area Construction Authority and not comfortable with making a change from the county service; provided an example with pedestrian crossing signage to be used on Main

Street from The Lighthouse Café to National City and at the Dairy Queen; the fire station grant is now in round 2; and Energy Efficiency Conservation Block Grant could allow the Village to retrofit the street lights to LED. Mr. Carson mentioned the Annual Michigan Bridge Conference in March and that they are looking for municipalities who have done an interesting bridge project to present.

6. President's Report

Mr. Keough submits his report as per packet. In addition Mr. Keough mentioned the meeting with Lew Kidder regarding the Scio Road Millage to collect a millage to take care of the township roads and will be meeting again; will have a recommendation for applicants to the Parks & Recreation Commission; announced that the next Regional Fire Meeting will be November 18 at 3:30 pm at the Dexter Library; and answered a question regarding the submission to the State Boundary Commission.

**J. CONSENT AGENDA**

1. Consideration of: Bills and Payroll in the amount of \$126,247.46

Motion Fisher; support Carson to approve item 1 of the consent agenda as presented.

Unanimous voice vote for approval

At 9:06 pm a recess was taken and the meeting re-convened at 9:12 pm.

Motion Smith; support Semifero to suspend the rules to hear from County Commissioner Mark Ouimet on the County Budget

Unanimous voice vote for approval.

**K. OLD BUSINESS-Consideration and Discussion of:**

1. Discussion of: Facilities
  - a) Information from Cornerstone Design

Rich Henes of Cornerstone Design presented an update on the Elevator Tower / Stairs / Restrooms.

Motion Carson; support Tell to set aside facility discussion for six months and place the remaining bond money in to arbitrage to make payments on the bond.

Motion Semifero; support Smith to postpone this time for the purpose of adding item L-4, Closed Session for the purchase of property.

Ayes: Cousins, Fisher, Smith, Semifero and Keough

Nays: Tell and Carson

Motion carries 5 to 2

**L. NEW BUSINESS-Consideration of and Discussion of:**

1. Consideration of: Setting a Public Hearing for November 23, 2009 to consider the creation of an Industrial Development District at 7300 Huron River Drive

Motion Semifero; support Carson to set a Public Hearing for November 23, 2009 to consider the request to create an Industrial Development District at 7300 Huron River Drive.

Ayes: Smith, Semifero, Tell, Carson, Fisher, Cousins and Keough

Nays: None

Motion carries

2. Consideration of: 2009 / 2010 Budget Amendments

Motion Semifero; support Cousins to authorize budget amendments for the fiscal year of 2009 / 2010.

Ayes: Semifero, Tell, Fisher, Carson, Cousins, Smith and Keough

Nays: None

Motion carries

3. Consideration of: Estoppel Certificate -- Cedars of Dexter

Motion Cousins; support Smith to execute an Estoppel Certificate for the Cedar's of Dexter Project.

Ayes: Tell, Carson, Cousins, Smith, Fisher, Semifero and Keough

Nays: None

Motion carries

4. Consideration of: Motion to go into Closed Session to discuss the purchase of property in accordance with MCL 15.268 (8d)

Motion Fisher; support Semifero to move into closed session at 11:26 pm to discuss the purchase of property.

Ayes: Carson, Cousins, Fisher, Smith, Semifero, Tell and Keough

Nays: None

Motion carries

Motion Fisher; support Smith to move out of closed session at 12:00 am.

Ayes: Cousins, Fisher, Smith, Semifero, Tell, Carson and Keough

Nays: None

Motion carries

Motion Semifero; support Fisher to proceed as discussed in the closed session regarding the purchase of property.

Ayes: Smith, Semifero, Tell, Fisher and Cousins

Nays: Carson and Keough

Motion carries 5 to 2

Motion Carson; support Tell to set aside facility discussion for six months and place the remaining bond money in to arbitrage to make payments on the bond.  
(From K-1)

Ayes: None

Nays: Semifero, Tell, Fisher, Carson, Cousins, Smith and Keough

Motion fails

**M. ADJOURNMENT**

Motion Fisher; support Cousins to adjourn at 12:06 am.

Unanimous voice vote for approval

Respectfully submitted,

Carol J. Jones  
Clerk, Village of Dexter

Approved for Filing: \_\_\_\_\_



## 2009 Upcoming Meetings

Board	Date	Time	Location	Website	Village Representative
Washtenaw County Board of Commissioners	11/4/2009	6:45 p.m.	Board Room, Admin Building	<a href="http://www.ewashtenaw.org/government/boc/">http://www.ewashtenaw.org/government/boc/</a>	
Dexter Area Historical Society	11/5/2009	7:30 p.m.	Dexter Area Historical Museum	<a href="http://www.hvcn.org/info/dextermuseum/">http://www.hvcn.org/info/dextermuseum/</a>	
Dexter Village Council	11/9/2009	7:30 p.m.	Dexter Senior Center	<a href="http://www.villageofdexter.org">http://www.villageofdexter.org</a>	
Scio Township Downtown Development Authority	11/9/2009	12:00 p.m.	Scio Township Hall	<a href="http://www.twp.scio.mi.us/">http://www.twp.scio.mi.us/</a>	
Scio Township Planning	11/9/2009	7:30 p.m.	Scio Township Hall	<a href="http://www.twp.scio.mi.us/">http://www.twp.scio.mi.us/</a>	
Chelsea City Council	11/10/2009	7:00 p.m.	Washington Street Education Center	<a href="http://www.city-chelsea.org/">http://www.city-chelsea.org/</a>	
Dexter Township Planning	11/10/2009	7:00 p.m.	Dexter Township Hall	<a href="http://www.twp-dexter.org/">http://www.twp-dexter.org/</a>	
Scio Township Board	11/10/2009	7:00 p.m.	Scio Township Hall	<a href="http://www.twp.scio.mi.us/">http://www.twp.scio.mi.us/</a>	
Dexter Area Chamber of Commerce	11/11/2009	7:30 a.m.	Copeland Board Room	<a href="http://www.dexterchamber.org/">http://www.dexterchamber.org/</a>	Paul Cousins
Chelsea Area Planning Team/Dexter Area Region	11/16/2009	7:00 p.m.	Webster Township Hall	<a href="http://www.ewashtenaw.org/">http://www.ewashtenaw.org/</a>	Jim Carson
Dexter Community Schools Board of Education	11/16/2009	7:00 p.m.	Creekside Intermediate School	<a href="http://web.dexter.k12.mi.us/">http://web.dexter.k12.mi.us/</a>	
Dexter Village Zoning Board of Appeals	11/16/2009	7:00 p.m.	Senior Center	<a href="http://www.villageofdexter.org">http://www.villageofdexter.org</a>	Ray Tell
Dexter Township Board	11/17/2009	7:00 p.m.	Dexter Township Hall	<a href="http://www.twp-dexter.org/">http://www.twp-dexter.org/</a>	
Dexter Village Parks Commission	11/17/2009	7:00 p.m.	Village Offices	<a href="http://www.villageofdexter.org">http://www.villageofdexter.org</a>	Joe Semifero
Dexter Village Tree Board	11/17/2009	5:30 p.m.	Village Offices	<a href="http://www.villageofdexter.org">http://www.villageofdexter.org</a>	
Washtenaw County Road Commission	11/17/2009	1:00 p.m.	Road Commission Offices	<a href="http://www.wcroads.org/">http://www.wcroads.org/</a>	
Webster Township Board	11/17/2009	7:30 p.m.	Webster Township Hall	<a href="http://www.twp.webster.mi.us/">http://www.twp.webster.mi.us/</a>	
Washtenaw Area Transportation Study-Policy	11/18/2009	9:30 a.m.	Scio Township Hall	<a href="http://www.mi-wats.org/">http://www.mi-wats.org/</a>	Jim Carson
Washtenaw County Board of Commissioners	11/18/2009	6:45 p.m.	Board Room, Admin Building	<a href="http://www.ewashtenaw.org/government/boc/">http://www.ewashtenaw.org/government/boc/</a>	
Webster Township Planning	11/18/2009	7:30 p.m.	Webster Township Hall	<a href="http://www.twp.webster.mi.us/">http://www.twp.webster.mi.us/</a>	
Dexter Area Fire Board	11/19/2009	6:30 p.m.	Webster Township Hall	<a href="http://dexterareafire.org/">http://dexterareafire.org/</a>	Ray Tell
Dexter Downtown Development Authority	11/19/2009	7:30 a.m.	Senior Center	<a href="http://www.villageofdexter.org">http://www.villageofdexter.org</a>	Shawn Keough
Healthy Community Steering Committee	11/19/2009	8:30 a.m.	Chelsea Hospital - White Oak Room		Paul Cousins
Dexter Village Council	11/23/2009	7:30 p.m.	Dexter Senior Center	<a href="http://www.villageofdexter.org">http://www.villageofdexter.org</a>	
Scio Township Planning	11/23/2009	7:30 p.m.	Scio Township Hall	<a href="http://www.twp.scio.mi.us/">http://www.twp.scio.mi.us/</a>	
Chelsea City Council	11/24/2009	7:00 p.m.	Washington Street Education Center	<a href="http://www.city-chelsea.org/">http://www.city-chelsea.org/</a>	
Dexter Township Planning	11/24/2009	7:00 p.m.	Dexter Township Hall	<a href="http://www.twp-dexter.org/">http://www.twp-dexter.org/</a>	
Scio Township Board	11/24/2009	7:00 p.m.	Scio Township Hall	<a href="http://www.twp.scio.mi.us/">http://www.twp.scio.mi.us/</a>	
Western Washtenaw Area Value Express	11/24/2009	8:15 a.m.	Chelsea Community Hospital		Jim Carson

AGENDA 11-909  
ITEM M-1

Due to the possibility of cancellations please verify the meeting date with the listed website or the Village Representative





AGENDA 11-9-09  
ITEM M-2

October 21, 2009

Donna Dettling, Manager  
Village of Dexter  
8140 Main St.  
Dexter, MI 48130

Dear Ms. Dettling:

As part of Comcast's commitment to keep you informed about important developments that affect our customers in your community, I am writing to notify you of changes to the channel lineup effective December 15, 2009. Customers will be notified of these changes by bill message.

- WADL-38 (IND) Ch 23 will be replaced by WADL-DT on Ch 23\*.
- WADL Sport will be added to the Limited Basic service level on Ch 295\*.

\*A digital receiver, a digital TV (that can see unencrypted QAM Digital signals) or Cable CARD-equipped device is required to view this channel.

Please direct any customer calls about Comcast products, services and prices to 1-888-COMCAST. Our Customer Account Executives are available 24 hours a day, 7 days a week. As always, feel free to contact me directly at 734-254-1888 with any questions you may have.

Sincerely,

Frederick G. Eaton  
Government Affairs Manager  
Comcast, Michigan Region  
41112 Concept Drive  
Plymouth, MI 48170





# VILLAGE OF DEXTER

8140 Main Street • Dexter, Michigan 48130-1092 • (734) 426-8303 • Fax (734) 426-5614

**Village Council**

Shawn W Keough  
*President*

Ray Tell  
*President Pro-Tem*

Jim Carson  
*Councilperson*

Paul Cousins  
*Councilperson*

Donna Fisher  
*Councilperson*

Joe Semifero  
*Councilperson*

James Smith  
*Councilperson*

**Administration**

Donna Dettling  
*Manager*

Carol Jones  
*Clerk*

Marie Sherry, CPFA  
*Treasurer/Finance Director*

Courtney Nicholls  
*Assistant Village Manager*

Ed Lobdell  
*Public Services Superintendent*

Allison Bishop, AICP  
*Community Development Manager*

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November 2, 2009

Dear ,

On behalf of the entire Village Council, I would like to personally thank you for attending and participating in our most recent Town Hall meeting and "Walkability" discussion held on October 7, 2009. It was great to see a bunch of new faces and to say hello to some familiar ones. We are happy that the room was full!

It was fun to look back at the older pictures of our Village and compare them to the new ones which reflect the many improvements that have been made over the past 10 years. We learned a lot from your participation in the question and answer portion of the meeting. Your comments, suggestions and areas of concern regarding things such as snowplowing, signage, and sidewalk replacement have been documented and will be incorporated as we plan future projects and as we maintain the Village as a walkable place.

Our next Town Hall meeting will likely be scheduled for sometime in the spring of next year and we hope you can participate again. Please stay tuned for the date and topic of the upcoming meeting. One way to insure you are receiving the most current Village information is through our Village of Dexter E-Mail Update, which currently is sent out electronically every other week, usually on Mondays. If you are interested in signing up for the Email Update, please contact our Assistant Village Manager Courtney Nicholls at [cnicholls@villageofdexter.org](mailto:cnicholls@villageofdexter.org) or the Village offices by calling (734) 426-8303 (Ext. 17).

Thank you again for your participation in the meeting. Your attendance was very much appreciated. As always, please do not hesitate to contact any member of Council if you have a question. I look forward to seeing you around town.

Sincerely,

Shawn W. Keough  
Village President  
[skeough@villageofdexter.org](mailto:skeough@villageofdexter.org)



# VILLAGE OF DEXTER

8140 Main Street • Dexter, Michigan 48130-1092 • (734) 426-8303 • Fax (734) 426-5614

## Village Council

Shawn W. Keough  
*President*

Jim Carson  
*Councilperson*

Paul Cousins  
*Councilperson*

Donna Fisher  
*Councilperson*

Joe Semifero  
*Councilperson*

James Smith  
*Councilperson*

Ray Tell  
*Councilperson*

## Administration

Donna Dettling  
*Manager*

Carol Jones  
*Clerk*

Marie Sherry, CPFA  
*Treasurer/Finance Director*

Courtney Nicholls  
*Assistant Village Manager*

Ed Lobdell  
*Public Services Superintendent*

Allison Bishop, AICP  
*Community Development Manager*

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November 2, 2009

Dear ,

On behalf of the entire Village Council, I would like to thank you for your attendance and participation at the Village's Town Hall meeting on October 7. It was great that so many school officials were able to attend to inform our residents, hear their concerns and address their questions. In this time of shrinking budgets and fiscal uncertainty it is important for the community to see that the Village and the Schools are committed to learning from each other, sharing ideas, and working together for the good of our community.

I look forward to working with you on future projects that help make our community a safer place to live and go to school. Thank you again for your support and participation at the meeting.

Sincerely,

Shawn W. Keough  
Village President

# Final FY2008-09 and Estimated FY2009-10 Revenue Sharing Payments to Cities, Villages, and Townships Under SB 245 (S-2) CR-1 \*

AGENDA 11-9-09  
ITEM M-4

Local Unit Name	Type	FY2008-09			FY2007-08			FY2009-10			Change From FY2008-09		
		Final Constitutional	Final Statutory	Final Payment	Final Constitutional	Final Statutory	Final Payment	Estimated Constitutional	Estimated Statutory	Estimated Payment	Dollar	Percent	
Washtenaw County		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	...	
Ann Arbor	Township	\$262,439	\$0	\$262,439	\$32,060	\$0	\$32,060	\$251,551	\$0	\$251,551	-\$10,888	-4.1%	
Augusta	Township	\$315,387	\$0	\$315,387	-\$19,020	\$0	-\$19,020	\$302,301	\$0	\$302,301	-\$13,086	-4.1%	
Bridgewater	Township	\$107,859	\$0	\$107,859	-\$6,506	\$0	-\$6,506	\$103,384	\$0	\$103,384	-\$4,475	-4.1%	
Dexter	Township	\$343,890	\$0	\$343,890	-\$20,741	\$0	-\$20,741	\$329,623	\$0	\$329,623	-\$14,267	-4.1%	
Freedom	Township	\$102,355	\$0	\$102,355	-\$6,173	\$0	-\$6,173	\$98,108	\$0	\$98,108	-\$4,247	-4.1%	
Lima	Township	\$164,934	\$0	\$164,934	-\$9,947	\$0	-\$9,947	\$158,091	\$0	\$158,091	-\$6,843	-4.1%	
Lodi	Township	\$374,165	\$0	\$374,165	-\$22,565	\$0	-\$22,565	\$358,641	\$0	\$358,641	-\$15,524	-4.1%	
Lyndon	Township	\$167,424	\$0	\$167,424	-\$10,098	\$0	-\$10,098	\$160,477	\$0	\$160,477	-\$6,947	-4.1%	
Manchester	Township	\$127,255	\$0	\$127,255	-\$7,675	\$0	-\$7,675	\$121,975	\$0	\$121,975	-\$5,280	-4.1%	
Northfield	Township	\$540,738	\$17,399	\$558,137	-\$32,611	\$0	-\$32,611	\$518,302	\$0	\$518,302	-\$39,835	-7.1%	
Pittsfield	Township	\$1,920,168	\$47,242	\$1,967,410	-\$116,033	\$0	-\$116,033	\$1,840,502	\$0	\$1,840,502	-\$126,908	-6.5%	
Salem	Township	\$364,467	\$0	\$364,467	-\$21,981	\$0	-\$21,981	\$349,345	\$0	\$349,345	-\$15,122	-4.1%	
Saline	Township	\$85,317	\$0	\$85,317	-\$5,146	\$0	-\$5,146	\$81,777	\$0	\$81,777	-\$3,540	-4.1%	
Sciò	Township	\$874,799	\$0	\$874,799	-\$54,716	\$0	-\$54,716	\$838,504	\$0	\$838,504	-\$36,295	-4.1%	
Sharon	Township	\$109,956	\$0	\$109,956	-\$6,633	\$0	-\$6,633	\$105,394	\$0	\$105,394	-\$4,562	-4.1%	
Superior	Township	\$703,770	\$16,618	\$720,388	-\$42,447	\$0	-\$42,447	\$674,572	\$0	\$674,572	-\$45,816	-6.4%	
Sylvan	Township	\$179,154	\$0	\$179,154	-\$10,804	\$0	-\$10,804	\$171,720	\$0	\$171,720	-\$7,434	-4.1%	
Webster	Township	\$340,614	\$0	\$340,614	-\$20,543	\$0	-\$20,543	\$326,482	\$0	\$326,482	-\$14,132	-4.1%	
York	Township	\$427,177	\$0	\$427,177	-\$25,764	\$0	-\$25,764	\$409,454	\$0	\$409,454	-\$17,723	-4.1%	
Ypsilanti	Township	\$3,222,797	\$958,750	\$4,181,547	-\$194,368	\$0	-\$194,368	\$3,089,088	\$629,980	\$3,719,068	-\$62,479	-1.1%	
Ann Arbor	City	\$7,509,641	\$2,988,371	\$10,498,012	-\$434,486	\$0	-\$434,486	\$7,198,075	\$2,138,857	\$9,336,932	-\$1,161,080	-11.1%	
Chelsea	City	\$288,192	\$111,506	\$399,698	-\$17,381	\$0	-\$17,381	\$276,235	\$79,256	\$355,491	-\$44,207	-11.1%	
Milan	City	\$312,896	\$101,052	\$413,948	-\$18,872	\$0	-\$18,872	\$299,914	\$68,251	\$368,165	-\$45,783	-11.1%	
Saline	City	\$526,452	\$214,428	\$740,880	-\$31,750	\$0	-\$31,750	\$504,610	\$154,329	\$658,939	-\$81,941	-11.1%	
Ypsilanti	City	\$1,457,147	\$1,528,622	\$2,985,769	-\$87,880	\$0	-\$87,880	\$1,396,691	\$1,258,852	\$2,655,543	-\$330,226	-11.1%	
Barton Hills	Village	\$21,952	\$1,493	\$23,445	-\$1,324	\$0	-\$1,324	\$21,041	\$0	\$21,041	-\$9,404	-10.3%	
Dexter	Village	\$153,205	\$21,125	\$174,330	-\$9,739	\$0	-\$9,739	\$146,848	\$8,201	\$155,049	-\$19,281	-11.1%	
Manchester	Village	\$141,540	\$49,036	\$190,576	-\$6,536	\$0	-\$6,536	\$135,648	\$33,830	\$169,498	-\$21,078	-11.1%	



AGENDA 11-9-09

ITEM I-1

# VILLAGE OF DEXTER

PUBLIC SERVICES DEPT.

8360 HURON ST.

DEXTER MI 48130

(734) 426-4572 FAX (734) 426-5466

TO: VILLAGE COUNCIL  
FROM: ED LOBDELL  
SUBJECT: PUBLIC SERVICES UPDATE  
DATE: 11-02-09

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Attached you will find an update for the Water and Sewer Departments, along with an update from the Streets Department.

- 1 - Water meter work completed during this period, (July 1, 2009 thru October 31, 2009).
- 2 - Water meter work this fiscal year.
- 3 - Other work completed during this period.
- 4 - CIP Update.
- 5 - Streets Update.

Should you have any questions, please call or stop by.

Respectfully Submitted:

Ed Lobdell  
Public Services Supt.

# VILLAGE OF DEXTER

PUBLIC SERVICES DEPT.

8360 HURON ST.

DEXTER MI 48130

(734) 426-4572 FAX (734)426-5466

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## UTILITY DEPT. WATER METER/SERVICE CALL UPDATE

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For the period beginning July 1,2009 and ending on October 31, 2009 the following denotes work completed.

New meter and read units installed	- 9
Water only meters installed	- 8
Read unit maintenance	- 25
Miss Digs	-90
All other service calls	- 143

---

Along with the above items, other tasks performed during this period are as follows.

Flushing select sewers	- Monthly
Reading meters	- Bimonthly
Checking all lift stations	- Weekly
Backwashing filter plant	- Weekly

Dismantled #2 sand Filter for repair - 7-01-09.

Attended Mandatory contractors meeting for EQ Basin - 7-07-09.

Assisted with walkthrough (tour) for contractors about EQ Basin - 7-07-09.

Replaced sump pump in digester basement - 7-09-09.

Assisted with service line repair on Baker - (3031) - hit by gas company - 8-04-09.

Assisted with water for chip seal work - 8-12-09.

Assisted with water for Dexter Daze - (food wagons) - 8-14-09.

Assisted with water for Band Boosters car wash - 8-15-09.

Raised sanitary manhole on View - 8-13-09.

Raised sanitary manhole in Cottonwood Condo's - 8-18-09.

Reinstalled replacement parts for #2 sand filter - 8-18-09.

Added sand to #2 sand filter and put back in service - 8-19-09.

Assisted with water for Volleyball Team car wash - 8-22-09.

Assisted with water for Swim Team car wash - 8-23-09.

Assisted Streets Department with excavation and repair of catch basin on Lexington - 8-24-09.

Removed sand from #3 sand filter for inspection - 8-25-09.

Painted 243 fire hydrants during July and August.

Assisted USA with sanitary sewer main cleaning and televising - beginning 9-02-09.

Reinstalled replacement parts for #3 sand filter - 9-10-09.

Attended several preconstruction meetings.

Attended several staff update meetings with OHM.

Attended several update meetings for Jeffords project - every two weeks.

Assisted Streets Department with rebuilding storm manhole on Hudson - 9-15 & 16-09.

Raised sanitary manhole on Forest and Inverness - 9-24-09.

Installed fire hydrant extension on Palmer - 12 inch - 9-29-09.

Installed fire hydrant extension on Meadowview - 9-29-09.

Installed fire hydrant extension on Dexter Ann Arbor at Jazzercise - 10-01-09.

Installed fire hydrant extension on Ryan Drive - 10-05-09.

Repaired sanitary manhole on Cambridge (305) - and replaced concrete - 10-07-09.

Repaired service line on Broad St (3889)- hit by gas company - 10-21-09.

Sanitary sewer main lining project complete - 10-23-09.

Conducted lead/copper sampling - required by DEQ - some results high - we will be resample as required.

# VILLAGE OF DEXTER

PUBLIC SERVICES DEPT.

8360 HURON ST.

DEXTER MI 48130

(734) 426-4572 FAX (734)426-5466

## FISCAL YEAR WATER METER/SERVICE CALL UPDATE.

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For the period from July 1, 2009 and ending on October 31, 2009.

New meters and read units installed	- 9
Water only meters installed	- 8
Read unit maintenance	- 25
Miss Digs	- 90
All other service calls	- 143

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## OTHER ANNUAL/SEMI ANNUAL ISSUES HANDLED

Semi-Annual Fire Hydrant Flushing	- Completed 10-26-09.
Semi-Annual Sewer Main Flushing	- Did not do with main lining project. Will do in the spring.
Semi-Annual Sludge Hauling	- Will be completed in November.
DEQ Required Sampling	- Sampling is ongoing as required.

# VILLAGE OF DEXTER

PUBLIC SERVICES DEPT.

8360 HURON ST.

DEXTER MI 48130

(734) 426-4572 FAX (734)426-5466

## CIP UPDATE

### 1 - NEW WELL SEARCH

A mandatory prebid meeting was held on November 4<sup>th</sup>, bids are due and will be opened on the 13<sup>th</sup> of November.

### 2 - SIDEWALK REPLACEMENT

Since July 1<sup>st</sup> 2009 to date we have installed 215 lineal feet of new sidewalk on Alpine St. 268 lineal ft. 4<sup>th</sup> St. 5<sup>th</sup> St. and on Cambridge. We also replaced crosswalks at Webster & Eastridge.

### 3 - DEXTER CROSSING ROAD REHAB

The last of the asphalt went down on Saturday the 31<sup>st</sup> of October. A walkthrough will Take place in the near future.

### 4 - JEFFORDS ALLEY PROJECT

Phase II should be completed soon, the contractor plans to pave by the middle of November.

### 5 - CENTRAL STREET

Survey work is complete. This project is on hold..

### 6 - EQ BASIN

Work is scheduled to begin the week of November 16,2009, and will continue over the winter. We will keep you posted as to the progress of this project.

## STREETS UPDATE

THE FOLLOWING IS AN UPDATE OF WHAT HAS BEEN GOING ON WITH THE STREETS DEPARTMENT DURING THE PERIOD OF JULY 1, 2009 AND ENDING ON OCTOBER 31, 2009.

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Ongoing issues that are dealt with on a regular basis.

- |                 |  |
|-----------------|--|
| DDA Issues      | - Trash - Smoke Pots - Decorative Lighting - Dumpster Issues |
| Storm Cleanup   | - Chipping and general storm cleanup.                        |
| Weekly Chipping | - Scheduled for every Wednesday - (as needed).               |
| Cutting Grass   | - Parks - Industrial Park - Other Village owned property.    |
- 

Other projects and issues dealt with this period are as follows.

Lowered Flags per Governor Granholm Executive order for fallen Michigan serviceman.

Replaced light bulbs in decorative lighting.

Replaced light bulbs in pedestrian walkway lights.

Replaced light bulbs in traffic signals.

Worked on leaf pickup - we started the week of October 16<sup>th</sup> 2009.

Assisted with street closure for Dexter Daze - 8-12-09.

Assisted with street closure for Dexter Daze Parade - 8-15-09.

Assisted with street closure for Ice Cream Social at St. Andrews - 8-01-09.

Assisted with street closure for bridge dedication - 7-31-09.

Installed banner for St. Joseph Church festival - removed after.

Installed banner for Town Hall Meeting - removed after.

Installed banner for Encore Theater Group - removed after.

Installed banner for Dexter Daze - removed after.

Installed banner for Ann Arbor Eagles - removed after.

Installed banner for Cub Scouts- removed after.

Installed Banner for Apple Daze - removed after.

Installed Banner for Farmers Market - will remove.

Removed all debris from EQ Basin site.

Swept streets before and after Dexter Daze.

Replaced driveway culverts on Hudson and on Dover.

Repaired catch basin on Lexington - 8-24-09.

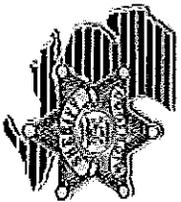
Assisted with storm manhole rebuild on Hudson - 9-15th and 16<sup>th</sup>.

Assisted with traffic control for Homecoming Parade - 9-25-09.

Assisted with road closure for Apple Daze - 10-03-09.

Assisted Utility Dept. with sanitary manhole repair on Cambridge - 10-07-09.

Filling pot holes.



# Washtenaw County Sheriff's Activity Log

5:23:59 PM

Area: 39 Dexter Village  
Date Range: 10/01/2009 - 10/31/2009

## Activity Log Citation by Area Report

Log ID: 159723	Date: 10/03/2009	Location: BAKER/DAN HOEY	Ticket #: NONE
Log ID: 159813	Date: 10/03/2009	Location: BAKER/DAN HOEY	Ticket #: SH256418
Citation 1: C/I		Other: No proof of insurance	
Log ID: 160100	Date: 10/05/2009	Location: DEXTER-ANN/DAN HOEY	
Log ID: 160320	Date: 10/06/2009	Location: ANN ARBOR/HUDSON	Ticket #: SH256421
Citation 1: C/I		Other: Defective Tail Light	
Log ID: 160505	Date: 10/07/2009	Location: BAKER/DAN HOEY	Ticket #: SH256422
Citation 1: C/I		Disobey stop sign	
Log ID: 160505	Date: 10/07/2009	Location: MAIN/JEFFORD	
Log ID: 160780	Date: 10/09/2009	Location: AA/KENSINGTON	
Log ID: 161541	Date: 10/13/2009	Location: CENTRAL/4TH	Ticket #: SH256425
Citation 1: C/I		Violation of posted speed limit	
Log ID: 161541	Date: 10/14/2009	Location: DEXTER-ANN ARBOR/INVERNESS	Ticket #: SH256426
Citation 1: C/I		Violation of posted speed limit	
Log ID: 161639	Date: 10/15/2009	Location: BAKER/ MAIN	Ticket #: SH252778
Citation 1: C/I		Disobey traff signal	
Log ID: 163961	Date: 10/26/2009	Location: CENTRAL/4TH	Ticket #: SH258056
Citation 1: C/I		Other: No Seatbelt	
Log ID: 164278	Date: 10/27/2009	Location: BAKER/DAN HOEY	
Log ID: 164278	Date: 10/27/2009	Location: BAKER/GRAND	Ticket #: SH258058
Citation 1: C/I		Loud exhaust	
Log ID: 165087	Date: 10/31/2009	Location: FIFTH ST/CENTRAL ST	Ticket #: N/A

Total Traffic Stops: 14

Total Citations Issued: 8

Total Citation 1's: 8

Total Citation 2's: 0

Total Citation 3's: 0

Tickets Not Issued: 6

Traffic Stops that ended in an Arrest: 1

AGENDA 11-909  
ITEM I-2



AGENDA 11-9-09  
 ITEM I-3

**Donna Dettling**

**From:** Jim Seta [jwseta@yahoo.com]  
**Sent:** Wednesday, November 04, 2009 8:02 AM  
**To:** Shawn Keough; Donna Dettling; Courtney Nicholls  
**Subject:** DAFD Update  
**Attachments:** Lima Twp and Interlocal.pdf

Shawn,

Last week I attended both DAFD meetings and would like to provide you with an important update on what transpired.

**Tuesday - October 27, 2009**

Special DAFD Meeting for the purpose of Scott Gochis

During this meeting the Board agreed to a release agreement and settlement agreement with Mr. Gochis. As of October 27, 2009 Mr. Gochis is no longer an employee of the DAFD and the release agreement includes a severance payment of \$11,050.

In exchange for the severance payment Mr. Gochis agrees to "unequivocally and unconditionally release the DAFD, all of its related articles, successors and affiliates, and all of its past and present officers, directors, employees and agents from any and all claims and causes of action pertaining to or arising from the employment relationship of the parties and the termination of such employment relationship, exclusive of any claims that the union may have arising out of the collective bargaining agreement between IAFF Local 4090 and DAFD."

The "Settlement Agreement" was purely a document that reflected the monies owed to Mr. Gochis for items like holiday pay, longevity, leave pay, and special assignment pay.

**Thursday - October 29, 2009**

Regular DAFD Meeting

Under new business item 1 Lima Township presented a revised service area for the Western portion of Lima Township. Lima Township submitted the revised service area to the board for consideration and action at this meeting. (2 maps and a description are included in the attached file) You will notice the proposed service area is approximately 50% smaller than the current service area. After a long debate, it appeared the long term strategy for Lima is to reduce their service area immediately so they could potentially reduce their financial obligation to the DAFD for the 2010 fiscal year. I was adamant regarding the calculation methodology that is outlined in the interlocal agreement which clearly states the allocation is based on actual runs for the prior year. For your convenience I also attached the interlocal agreement. Please see Article IX for a complete explanation of the calculation methodology.

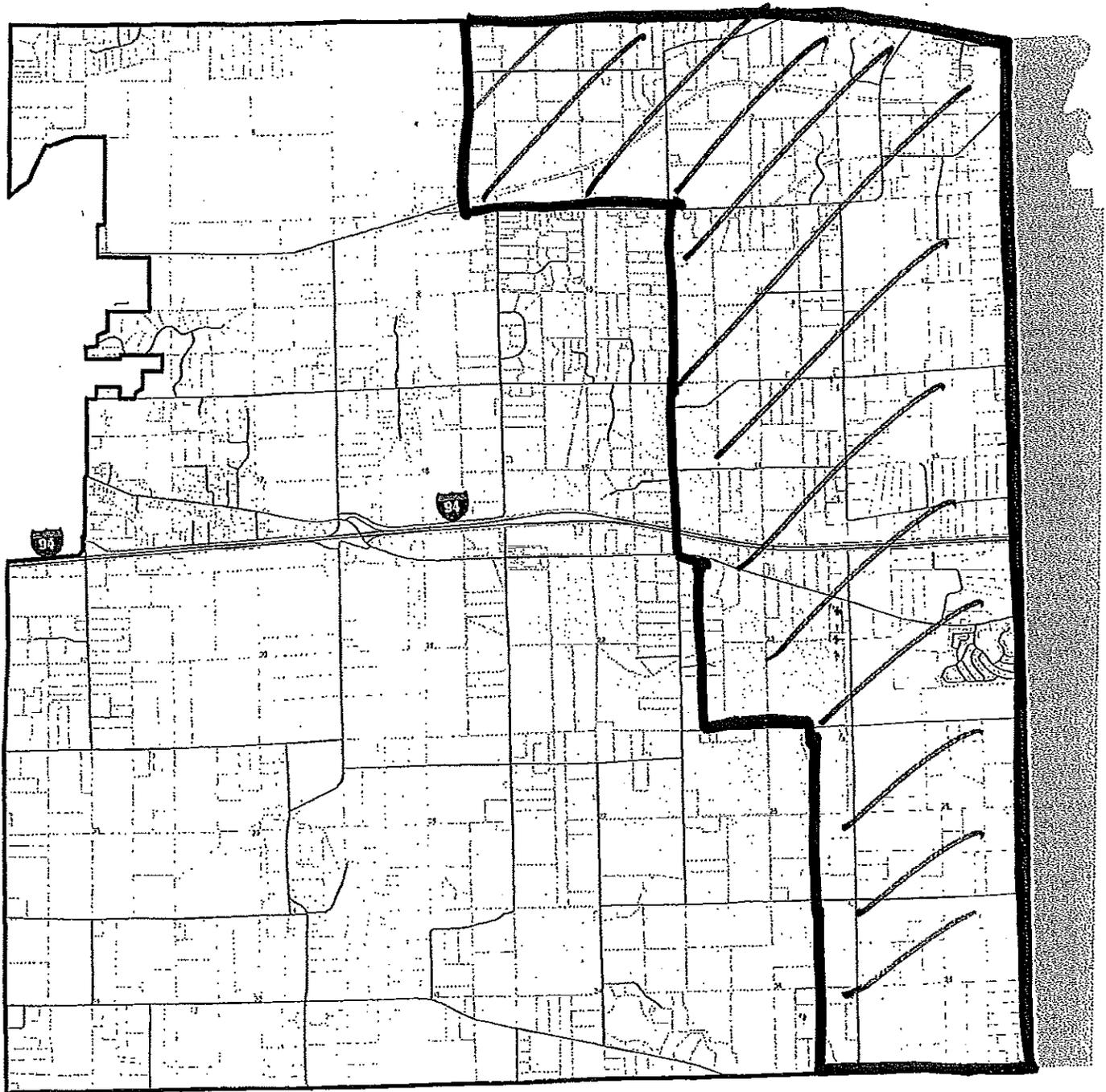
The discussion was tabled and I expect it to be brought up at the next DAFD meeting which is scheduled for November 19, 2009. Before attending the next DAFD meeting I would like the opportunity to review this information with the Village Council so I am clear on the direction I

should take. Please confirm if I will be on the next Village Council agenda and I will make sure I am there.

If you have any questions please do not hesitate to contact me.

Regards,  
Jim Seta  
DAFD Board Member

# LIMA CURRENT SERVICE AREA



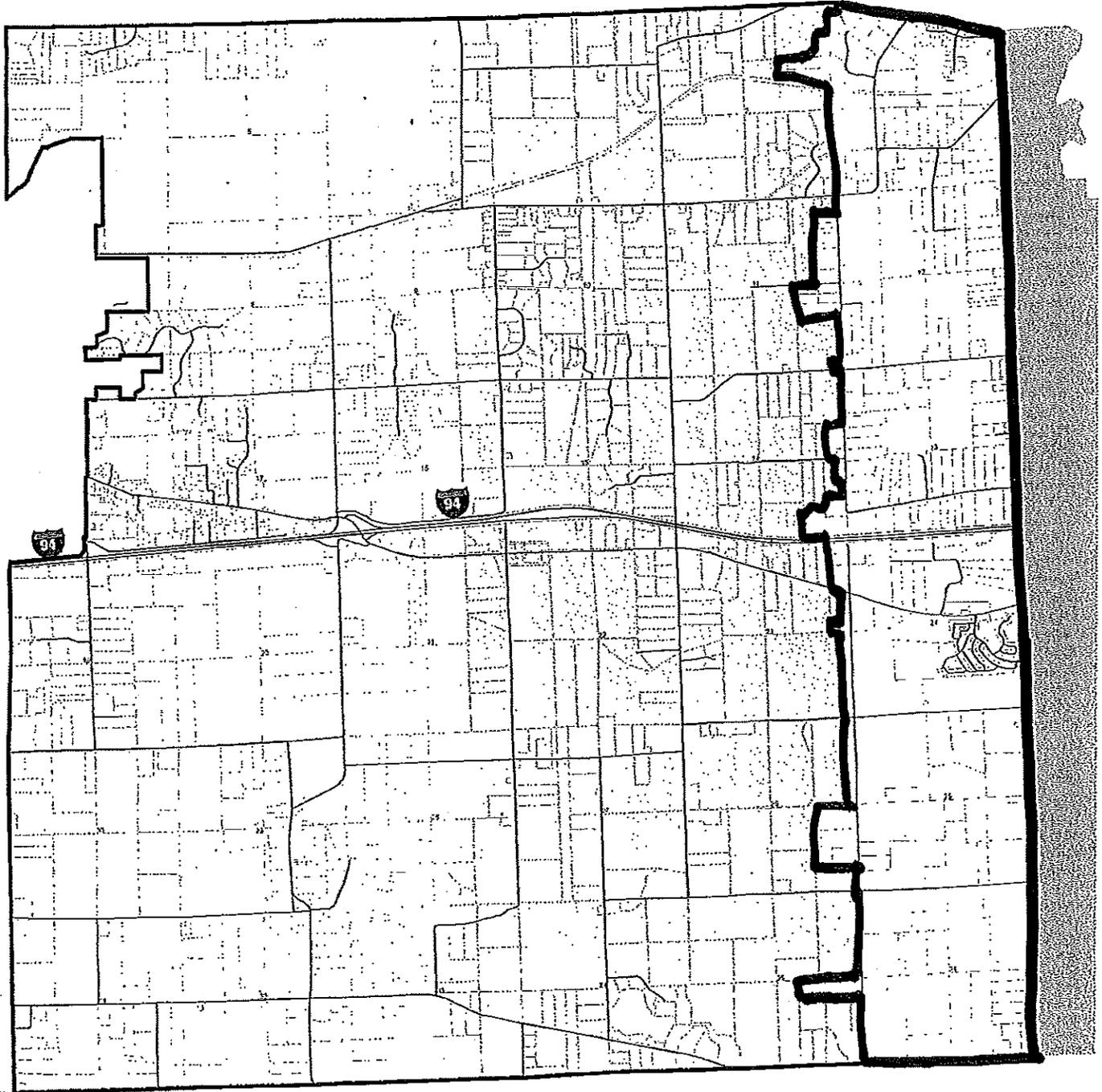
## Legend

-  Chelsea Fire
-  Dexter Fire
-  Scio Township Fire

10/28/2009



# LIMA PROPOSED SERVICE AREA



## Legend

-  Chelsea Fire
-  Dexter Fire
-  Scio Township Fire



Exhibit "A"

**Dexter Area Fire Department Service Area**

**Lima Township**

**Amended for the 2010 Budget Year**

**Lima Township Service Area**

**General Description:** The area of coverage will basically be the six sections on the eastern side of Lima Township.

**Specific Description:** Sections within the service area will be as follows:

Section 1, plus the parcels attached to residences within section #1.

Section 12, plus those residences parcels addressed on the west side of Steinbach Road.

Section 13, plus those residences parcels addressed on the west side of Steinbach Road.

Section 24, plus those residences parcels addressed on the west side of Steinbach Road.

Section 25, plus those residences parcels addressed on the west side of Steinbach Road.

Section 36, plus those residences parcels addressed on the west side of Steinbach Road.

I-94 is excluded from the Service Area

Dec 6, 1999

DEXTER AREA FIRE DEPARTMENT

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is entered into by and between the VILLAGE OF DEXTER, DEXTER TOWNSHIP, LIMA TOWNSHIP and WEBSTER TOWNSHIP ( hereinafter referred to individually as "PUBLIC AGENCY" ) all being Michigan municipal corporations in the County of Washtenaw, Michigan in consideration of the undertaking of the Public Agencies unto each other.

WITNESSETH:

WHEREAS, each Public Agency is authorized by state law to exercise jointly with each other public agency any power, privilege or authority which said agencies share in common and which each might exercise separately (1967 Ex Sess P.A. 7: MCL 124.501 et. seq., MSA 5.4088 (1) et seq.; 1951 P.A. 35, MCL 124.1 et. seq.; MSA 5.4081 et. seq.); and

WHEREAS, a village is authorized by state law to provide for fire protection, establish and maintain a fire department (1895 P. A. 3, Chapters VII and X, as amended, MCL 67.1 et. seq., MSA 5.1285 et. seq.; MCL 70.1 et. seq., MSA 5.1397 et seq.) and a general law township is authorized by state law to provide for fire protection, establish and maintain a fire department (1945 P.A. 246 as amended, MCL 41.181, MSA 5.45 (1); 1951 P.A. 33 as amended, MCL 41.801 et. seq., MSA 5.2640 (1) et. seq.); and

WHEREAS, the Public Agencies, acting jointly, are authorized by state law to enter into an interlocal agreement to establish, maintain and operate a fire department and appropriate monies therefore from general or contingent funds, and/or specially assess the costs thereof against the lands benefited thereby in their respective jurisdictions (1967 EX Sess P.A. 7, as amended, MCL 124.501 et seq., MSA 5.4088 (1) et seq.; 1951 P.A. 33, MCL 41.801 et seq., MSA 5.2640 (1) et seq.); and

WHEREAS, the Public Agencies are authorized to operate an ambulance service and enter into interlocal agreement to furnish such service and defray all or part of its cost by either collecting fees for service or levying special assessments with voter approval, and such service may be in connection with fire protection service (MCL 333.20346, MSA 14.15 (20346); MCL 41.711, MSA 5.160); and

WHEREAS the Public Agencies deem it to be in the best interests of their citizens to jointly establish and maintain a fire department, and to make certain transfers of functions and responsibilities and enter into an interlocal agreement on the terms and conditions hereinafter set forth, under the authority of said statutes;

NOW THEREFORE, it is mutually agreed by and between the parties hereto as follows:

## ARTICLE I

### Purpose

There is hereby established by concurrent resolution of the Public Agencies hereto a fire department which shall be known as the DEXTER AREA FIRE DEPARTMENT (hereinafter "Department") The center of operations and control of the Department shall be located in the Village of Dexter with substation(s) being subsidiary thereto. The Department shall have the functions and responsibilities for providing such fire fighting and extinguishing protection, to include without limitation, hazardous materials transportation emergencies, and such rescue, extraction and emergency medical treatment as shall be necessary or proper to protect the persons and property within the Public Agencies in accordance with the provisions hereinafter set forth.

## ARTICLE II

### Service Area

The geographical area to be serviced by this agreement is set forth in Exhibit "A", attached hereto and made a part hereof. The Fire Administration Board shall be authorized to amend the geographical area to be serviced, provided that such amendment is consented to by the Public Agency in which the geographical area is situated.

## ARTICLE III

### Separate Entity

- (1) Fire Administration Board. The Department shall be governed by the Fire Administration Board (hereinafter "Board") and shall be a public body separate from the Public Agencies hereto. The board shall administer the Department in accordance with this agreement and execute the common powers hereinafter set forth.

(2) Privileges and Immunities. Unless otherwise provided under state law, all of the privileges and immunities from liability, and exemptions from laws, ordinances and rules, all pensions, relief, disability, workman's compensation and other BENEFITS which apply to the activity of officers, agency or employees of any public agency or employees of any public agency when performing their respective functions within the territorial LIMITS for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extra-territorially under the provisions of this Agreement. Nothing contained herein shall relieve a Public Agency hereto of any obligation or responsibility imposed upon it by law except to the extent of actual and timely performance thereof by one (1) or more of the Public Agencies hereto or the entity created hereby in which case the performance may be offered in satisfaction of the obligation or responsibility.

### (3) Membership, Meetings, Voting Compensation, By-laws

The Board shall consist of two (2) members from each Public Agency and one (1) member appointed by the board as hereinafter provided. The governing body of each Public Agency shall appoint two (2) members to the Board for terms of six (6) years, except the first member appointed shall be appointed for a four (4) year term. Members appointed by a Public Agency shall be residents of the appointing Public Agency. The Board, at its first meeting, shall, by resolution approved by a majority of its members, appoint one (1) member who shall be a resident of a participating Public Agency and shall serve for a six (6) year term. A member of the Board shall not be an employee of a fire department of a participating Public Agency. The members of the Board shall serve without compensation, but shall be reimbursed by the Board for actual and necessary expenses incurred in the performance of Board duties. A vacancy on the Board shall be filled by the original appointing governing body for the remainder of the unexpired term. Members of the Board may be removed by the appointing body. The members shall annually elect a chairperson, a vice-chairperson and a secretary-treasurer from the Board membership.

The Board shall hold regular meetings once every two (2) months and special meetings as necessary at times as it determines. The Board shall adopt its own rules of procedure and shall keep a record of its proceedings. A majority of the members constitute a quorum for the transaction of business and the affirmative vote of a majority of all the members shall be necessary for the adoption of a motion or resolution. The business which the Board may perform shall be conducted at a public meeting of the Board held in compliance with Act No. 266 of the Public Acts of 1976, as amended. Public Notice of the time, date and place of the meeting shall be given in the manner required by Act No. 266 of the Public Acts of 1976, as amended.

A writing prepared, owned, used, in the possession of, or retained by the board in the performance of an official function shall be made available to the public in compliance with Act No. 442 of the Public Acts of 1976, as amended. The Village of Dexter shall provide to the Board, for a period of not less than one (1) year from the effective date of this Agreement, such administrative services as are necessary or proper to operate the Department. Such expense so incurred by the Village of Dexter shall be deemed an operating expense of the Department.

#### ARTICLE IV

##### Powers

In addition to the other powers contained herein, and unless otherwise provided by state law, the Board shall have the power to establish and maintain a fire department and to provide for rescue and emergency medical treatment; to organize and maintain fire companies; to employ and appoint a chief and such firemen and officers as shall be required for the proper and efficient operation and maintenance of the Department; to make and establish rules and regulations for the government of the Department, employees, firemen and officers thereof and for the care and management of the engines, apparatus, property and buildings pertaining to the Department, and for the prescribing of the powers and duties of such employees, officers and firemen. The Board may contract with the Township board or legislative body of any township, city or village which maintains a fire department for the service thereof or for the care, maintenance and operation of said apparatus and equipment by the fire department of such township, city or village, upon such terms as may be agreed upon and may contract with the legislative body of any village which does not maintain a fire department to furnish fire protection to the village upon such terms as may be agreed upon. The Board may in its own name make and enter into contracts to employ agencies or employees, to acquire, construct, manage, maintain or operate buildings, works or improvements, to acquire, hold or dispose of property, incur debts, liabilities or obligations of any parties to this Agreement. The Board shall not possess the power or authority to levy any type of tax within the service area, as defined in Article II herein, or to issue any type of bond in its own name, or in any way indebted a Public Agency hereto.

#### ARTICLE V

##### Property

The Public Agencies hereto agree that the existing equipment of the Dexter Village Fire Department, to include without limitation, those items set forth in Exhibit "B" and made a part hereof, shall be the property of the Department free and clear of any right, claim, or

interest of any Public Agency hereto and, any right, duty, obligation, liability or debt owed to others by the Village of Dexter on behalf of the Dexter Village Fire Department, as set forth Exhibit "C" and made a part hereof, shall constitute a right, duty, obligation, liability or debt owed by the Department. Any property, real, personal or mixed acquired by the Department from the effective date of this agreement shall be the property of the Department free and clear of any right, claim or interest of any Public Agency hereto, except as otherwise provided herein. The Village of Dexter agrees to lease to the Department for the duration of this agreement a portion of the premises commonly known as 8140 Main, Dexter Village, Washtenaw County, Michigan upon such terms and conditions as contained in Exhibit "D" and made a part hereof.

## ARTICLE VI

### Transfer of Employees

Such employees as are on the date hereof employed by the Village of Dexter for the Dexter Village Fire Department shall be transferred to and appointed as employees of the Department subject to all rights and benefits. These employees shall be given seniority credits, sick leave, vacation, insurance and pension credits in accordance with the records or labor agreements of the Village of Dexter. Members and beneficiaries of any pension or retirement system or other benefits established by the acquired system shall continue to have rights, privileges, benefits, obligations and status with respect to such established system. No employee who is transferred to the Department shall by reason of such transfer be placed in any worse position with respect to workmen's compensation, pension, seniority, wages, sick leave, vacation, health and welfare insurance or any other benefits that he/she enjoyed as an employee of the Village of Dexter.

## ARTICLE VII

### Dexter Fireman's Association

It shall be the policy of the Department to recognize the valuable services performed by its volunteer firemen, and to that end the Board may refer any policy decision to the DEXTER FIREMEN'S ASSOCIATION for its review and recommendation prior to the Board's acting thereon.

## ARTICLE VIII

### Substation(s)

Substation(s), except for existing buildings may be built by the Department at locations determined by vote of the Board in the area of greatest need or by a Public Agency. Substations may be equipped by the Department or the Public Agency and shall be operated by the Department. In the event a Public Agency with a substation owned by the Department wishes to withdraw from the Agreement the Public Agency will purchase the building from the Department at a price determined by a Board approved appraisal firm. The disposition of Department owned equipment will be determined by vote of the Board.

## ARTICLE IX

### Service Fee

1. In consideration of the covenants herein, the Public Agencies hereto agree to pay the Department in quarterly installments on the last day of March, June, September and December an amount as hereinafter set forth. The Department shall submit to each Public Agency hereto a statement of quarterly amount due on or before the First(1<sup>ST</sup>) day of March, June, September and December. The Department shall determine the amount due from each Public Agency to which the Department is rendering fire, rescue or emergency medical service, excluding mutual aid agreements, in accordance with the following:

2. Definitions as used in this Agreement:

- (a) "Main Station" means the facilities of the Department located in the Village of Dexter from which vehicles are dispatched to respond to a fire, rescue or emergency medical treatment call.
- (b) "Substation" means the facilities of the Department, other than the main station from which vehicles are dispatched to respond to a fire, rescue or emergency medical treatment call.
- (c) "Fiscal year" shall be the period from and including January 1 to and including December 31 of each year.
- (d) "Department Budget" (DB) is the current fiscal year budget for the Department as established by the Board. The Public Agencies shall make payment in advance for services rendered by the Department.

(e) "Department Net Expenditure" (DNE) means the Department's actual operating, administration and maintenance expenditures, department use fees (DUF), and including miscellaneous revenues received by the Department. Department net expenditure (DNE) shall include contributions to a Capital Replacement Fund and/or acquisition of all assets by the Department during the current fiscal year. The Board may accumulate a budget reserve not to exceed ten (10%) percent of the then department net expenditure (DNE), excluding Capital Replacement Funds and accumulated funds for purchase of non-replacement property. Department net expenditures shall be computed as of December 31 of each fiscal year and shall include the period to and including January 1 of that fiscal year.

(f) "Department Run" (DR) is the act of the Department dispatching one (1) or more vehicles from the main station, or combination main station and substation(s), to respond to a fire, rescue or emergency medical treatment call.

(g) "Mutual Aid Run" (MAR) is the act of the Department dispatching one (1) or more vehicles from the main station, substation(s), or a combination main station and substation(s) to respond to a fire, rescue or emergency medical treatment call outside of the service area as set forth in Article II herein.

(h) "Department User Fee" (DUF) means a service charge assessed pursuant to Article XI of this Agreement for a department run (DR).

(i) "Department Run-Ratio" (DRR) means the number of department runs (DR), excluding mutual aid runs (MAR) divided into the number of runs made to each Public Agency (DRPA). The Department run-ratio shall be computed as of December 31 of each fiscal year and shall include the period to and including January 1 of that fiscal year. This department run-ratio (DRR) shall be the run-ratio used for each Public Agency during the four (4) quarters of the successive year.

Formula:

$$\text{DRPA divided (DR-MAR)} = \text{DRR}$$

(j) "Total Amount Previously Paid" (TAPP) is the sum of the amount paid to the Department per Public Agency during the four (4) quarters of the previous year.

2. The Public Agencies hereto shall pay to the Department, as compensation for services rendered by the Department, a service fee computed in accordance with the following formula:

(a) Quarterly Installments: June, September, December  $[.25 \times DB \times DRR] = \text{amount due.}$

(b) Quarterly Installment: March

$(DNE \times DRR) - TAPP = \text{Amount due}$

3. The Department is authorized to accept gifts, grants, assistance funds or bequests and, unless otherwise provided, shall benefit each Public Agency hereto in accordance with the department run-ratio (DRR) for each Public Agency hereto in the year received.
4. The Department is authorized to make claim for federal or state aid payable to the Department and, unless otherwise provided, shall benefit each Public Agency hereto in accordance with the department run-ratio (DRR) for each Public Agency hereto in the year received.
5. The Board shall annually determine the amount to be paid into the Capital Replacement Fund pursuant to the department budget (DB). The amount so established shall be based upon the realistic useful life of the property of the Department and its estimated replacement costs on its projected date of purchase.
6. The department budget (DB) shall be prepared in accordance with the UNIFORM BUDGET MANUAL FOR LOCAL UNITS OF GOVERNMENT IN MICHIGAN published by the State of Michigan, Department of Treasury. Complete financial records shall be kept by the Board and shall be available for inspection by interested parties in the office of the Department during regular office hours. The financial statements of the Department shall be audited annually by an independent public accountant. The audit shall be performed in accordance with generally accepted auditing standards and shall include tests of accounting records, and such other auditing procedures as deemed appropriate by the auditor. The Board shall submit to each Public Agency hereto an audit statement to include the expression of the auditor's opinion on whether the financial statements present fairly the financial position, results of operations and changes in financial position in conformity with generally accepted accounting principles consistently applied. Additional information to be presented shall include computation of run ratios and be certified as fairly stated in relation to the financial statements taken as a whole.

7. Expenses incurred by any Public Agency hereto for the formation or development of the entity created herein shall be reimbursed by the Department and such liability shall be deemed an operating expense in the first department budget (DB).

## ARTICLE X

### FIRE CODE

Unless otherwise provided for under state law, the Board shall adopt by resolution such proposed ordinances as it shall deem necessary to guard against the occurrence of fires and to protect the property and persons of the citizens against damage and accident resulting therefrom. Such proposed ordinances may be adopted from any standard fire prevention code which has been promulgated by the state or by any department, board or agency thereof, or by any national organization or association which is organized and conducted for the purpose of developing such codes. Any Public Agency so adopting such ordinance may publish by reference in accordance with MCL 41.805; MSA 5.2640 (5).

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## ARTICLE XI

### Standards

The Department shall maintain such standards, to include training, performance and equipment as shall be required by the State of Michigan. Unless otherwise provided by state law, such standards shall be deemed minimum standards and nothing contained herein shall prohibit the Department from establishing more stringent standards.

## ARTICLE XII

### Indemnification/Insurance

The Department shall indemnify, defend<sup>h</sup> and save the Public Agencies hereto harmless from any and all claims for personal injury, property damage or otherwise resulting from or arising out of, or which are incidental to the functions or responsibilities herein transferred to the Department or arising out of, from or incidental to the operation of the Department. The Board shall keep effective from the effective date of this agreement until termination of this agreement, an insurance policy insuring the Department and the Public Agencies hereto, as additional insured parties, against said liability. A certificate evidencing the same shall be delivered to the Public Agencies hereto forthwith. Such certificates shall provided that the insurance evidenced thereby will not be canceled before the expiration date thereof unless notice is given to the Public Agencies hereto at least thirty (30) days prior to the effective date of such cancellation.

## ARTICLE XIII

### Termination

(1) This Agreement shall become effective upon the date as set forth in Article XVI herein and shall continue and remain in effect until terminated by mutual agreement of all the parties hereto. In the event of such termination, the Village of Dexter shall receive in an "as is" condition such assets as set forth in Exhibit "B" which are possessed by the Department on the date of termination, free and clear of any claim, right or interest of the Department or any party hereto. Such other assets of the Department shall be divided among the parties hereto in proportion of the aggregate amounts received from each party hereto pursuant to the department budget (DB) from and after the effective date of this Agreement.

(2) Any party hereto may withdraw from this Agreement by written notice of withdrawal served upon each other party hereto by certified mail, whereupon this Agreement shall, as to that withdrawing party, terminate not less than one (1) year from the date of said notice. The party withdrawing shall have no interest, claim or right to any asset, real, personal or mixed of the Department except as listed in Article VIII Substations

(3) Any party hereto who for any reason fails, refuses or neglects to make payment to the Department, as herein provided, shall be served with a written notice of intent to terminate service sent by certified mail to the delinquent Public Agency forty-five (45) days from the date of quarterly installment.

Notice of such termination shall be published in a newspaper of general circulation in the delinquent Public Agency stating that if payment from the delinquent Public Agency is not received within thirty (30) days from the date of publication, the Department shall terminate all services to the delinquent Public Agency. A Public Agency so terminated shall have no interest, claim or right to any asset, real, personal or mixed of the Department.

#### ARTICLE XIV

##### Modification

This Agreement may be amended by mutual consent and concurrent resolution of all the Public Agencies hereto.

#### ARTICLE XV

Effective Date April 1, 1985

*Dec 6, 1989*

Amended 000 O, 1990

This Interlocal Agreement shall take effect upon a date set forth in a Concurrent Resolution adopted by the governing body of each Public Agency hereto. In the event that one (1) or more Public Agencies does not adopt said Concurrent Resolution approving this Agreement, then this Agreement shall not take effect and shall be null and void. This Interlocal Agreement shall be filed with the County Clerk for the County of Washtenaw, Michigan and with the Secretary of State prior to the effective date of this Agreement.

ARTICLE XVI

Binding Agreement

The provisions of this Agreement shall bind and inure to the benefit of the successors and assigns of the parties hereto., if any there be. By executing this Agreement, the officer of each of the parties hereto affirm and attest that the governing body they represent has adopted a concurrent resolution approving the terms and conditions of this Agreement. IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their fully authorized representatives and have executed ten (10) copies of the Agreement.

WITNESS

VILLAGE OF DEXTER

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DEXTER TOWNSHIP

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

LIMA TOWNSHIP

*Adrian Bareis*

*Gay Adams*

*Robert L. Keller*

WEBSTER TOWNSHIP

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**VILLAGE OF DEXTER**[ddettling@villageofdexter.org](mailto:ddettling@villageofdexter.org)

8140 Main Street Dexter, MI 48130-1092

Phone (734)426-8303 ext 11 Fax (734)426-5614

**MEMO**

**To: President Keough and Council Members**  
**From: Donna Dettling, Village Manager**  
**Date: November 9, 2009**  
**Re: Village Manager Report**

## 1. Meeting Review:

- October 23<sup>rd</sup> - Jeffords Project Progress Meeting
- November 2<sup>nd</sup> - Cindy Glahn Real Estate One
- November 3<sup>rd</sup> - Rob Glass re: Irrigation
- November 3<sup>rd</sup> - Amy Malmer of SEMCOG
- November 4<sup>th</sup> - Workshop Lansing "Transforming Transportation"
- November 5<sup>th</sup> - CEO Meeting
- November 6<sup>th</sup> - Shawn Keough and Shawn Ferguson - Review final report

## 2. Upcoming Meeting Review:

- November 10<sup>th</sup> Matt LaFontaine
- November 13<sup>th</sup> - Jeffords Street Progress Meeting
- November 19<sup>th</sup> - DDA Meeting
- November 20<sup>th</sup> - Ann Arbor ARRA Project Grade Inspection Meeting

3. Dexter Research IFT. Just a reminder that the public hearing to establish the Industrial Development District will be held on the November 23<sup>rd</sup>. The Industrial Facility Tax Exemption Application submitted by Dexter Research will be presented at this meeting to set a public hearing for January 11, 2010.
4. 2010 Michigan Bridge Conference. The Washtenaw County Road Commission and Village are collaborating to present the Main Street Bridge and Dam Removal Project at the 2010 Michigan Bridge Conference. Additional details about this presentation are attached.
5. Solid waste Bid. The bid document for the Village's Solid Waste Contract are being prepared for bid by the end of November. Council will be asked to award the bid in early 2010.
6. Workshop. The Land Policy Institute and Michigan State Extension Center are hosting a workshop titled "Strategic Growth and Placemaking for Prosperity in the New Economy" on November 12 at the Washtenaw County's Zeeb Road building. A flyer with more information is included for your review.
7. Cityhood. The corrections to the Boundary Map have been made and it is our intention to submit the petition to the Boundary Commission this week.
8. Sewer Lining. Utility Services Authority has completed the sewer lining project.
9. Energy Efficiency & Conservation Block Grant. The Village submitted a \$50,000 grant request for the EECBG grant. The money would be used to convert 80 Village owned light poles in the downtown to LED.

# Michigan LTAP Speaker and Presentation Profile Form

## 2009 Michigan Bridge Conference

Please complete this form and either email it to [jakiefer@mtu.edu](mailto:jakiefer@mtu.edu) or fax it to 906-487-3409.

### Presenting Organization

Washtenaw County Road Commission and Village of Dexter

### Presenters' names and titles:

Aaron L. Berkholz, P.E. Construction Supervisor, Washtenaw County Road Commission

### Presentation Title:

#### Gateway to a Community:

Dexter Main Street Bridge replacement / Mill Creek restoration project

### Presentation Summary:

In April 2008 the Washtenaw County Road Commission (WCRC) initiated construction activities on the Dexter Main Street Bridge / Mill Creek Dam project. The ensuing year-long effort included the part-width removal and reconstruction of the bridge, staged removal of the Henry Ford era dam and drawdown of the Mill Pond, including the construction of rock control structures. Over 17,000 vehicles per day cross the newly completed bridge, including emergency responders from the adjacent Dexter Area Fire Department and Washtenaw County Sheriff's Department substation. The aesthetic features incorporated into the bridge, including stone textured concrete, ornamental steel rails, hand staining, street lighting and landscaping, have enhanced the surrounding area and provided a gateway into the Dexter community. The successful completion of this project was achieved by the concerted effort of the project team including the Michigan Dept. of Transportation, Michigan Dept. of Environmental Quality, Michigan Dept. of Natural Resources, WCRC, and Village of Dexter.

### Background information on presenters/authors:

Mr. Berkholz is the Construction Engineering Supervisor at the Washtenaw County Road Commission. He is in his thirteenth year of employment with the WCRC, and he has been involved with both road and bridge projects during that time. When he isn't chasing his three kids, Mr. Berkholz enjoys trout fishing and supporting the University of Michigan Wolverines.

### Additional information that you would like to list in the conference binder (contact information, web sites, publications, other affiliated or contributing organizations):

Aaron L. Berkholz, P.E. Construction Supervisor, Washtenaw County Road Commission  
555 North Zeeb Road, Ann Arbor, Michigan 48103 PH. 734-761-1500 Email [berkholza@wccroads.org](mailto:berkholza@wccroads.org)

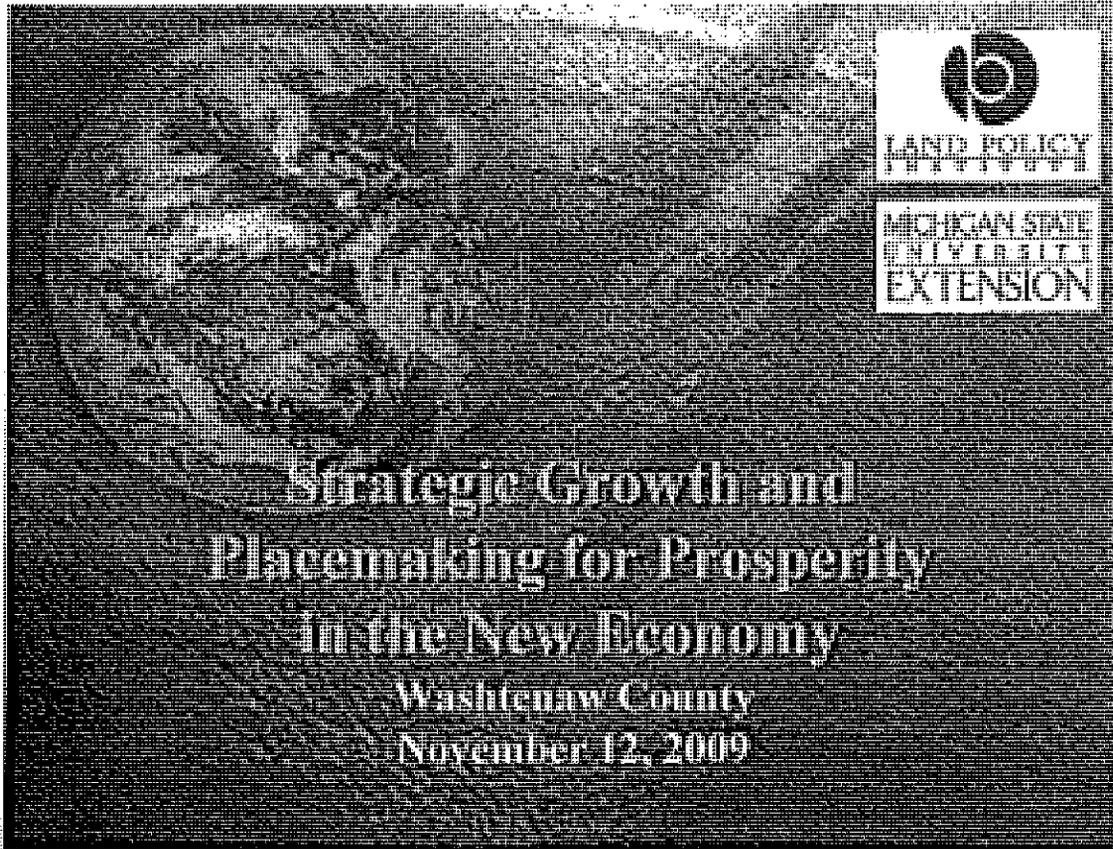
(Indicate Presentation and A/V Needs on next page)

**Presentation & A/V Needs:**

A computer, computer projector, laser pointer, podium, white board/easel, wireless microphone, lavalier mic, and projection screen will be set up for all speakers. Please indicate any additional equipment below:

- |   |   |
|---|---|
| <input type="checkbox"/> CD/tape player                               | <input type="checkbox"/> VCR/TV                   |
| <input type="checkbox"/> Overhead projector                           | <input type="checkbox"/> Slide Projector          |
| <input type="checkbox"/> Wheelchair Platform                          | <input type="checkbox"/> Slide Projector Carousel |
| <input type="checkbox"/> Presentation assistant                       | <input type="checkbox"/> Other                    |
| <input type="checkbox"/> Table for display or materials in break area |   |
- 
- 

Thank you!



In these dark economic times, communities across Michigan are asking this fundamental question: "what do we need to do to survive—and, ideally, prosper—in the new economy?" This workshop will discuss the current economic situation in Michigan, the causes of these problems and introduce strategies that communities can use to position themselves for success in the new economy.

Strategic Growth and Placemaking for Prosperity  
Thursday November 12, 6:30 to 9:00 p.m.  
Washtenaw County MSU Extension Classroom  
705 North Zeeb Road, Ann Arbor, MI

Please RSVP by Nov. 9th to Nancy Thelen at 734-222-3825  
Email: [thelenn@msu.edu](mailto:thelenn@msu.edu)

## Village President Report

AGENDA 11-9-09  
ITEM I-6

Hello Residents and Council Members,

Here is a written update of my activities over the past couple of weeks and some things on my calendar looking ahead:

### Activities since the October 26, 2009 Village Council Meeting include:

October 29, 2009 - Met with Shawn Ferguson and Donna Dettling to review expectations for November Economic Advancement Plan report and presentation. We are considering a special meeting for this presentation.

The next newsletter is scheduled for November and I am working on a Village President Update article to the residents. I am planning to include an update on topics such as Cityhood, Road and Infrastructure projects, the Park and Jeffords Street project, Regional Fire Department discussions, Village office/Fire Department discussions and general communication with the residents. I also plan to include a survey of several questions related to the above topics.

November 3, 2009 - Meeting with Dexter Community Schools to discuss the most efficient way to use and meter water

### Future activities:

I will be working with Allison Bishop and Coy Vaughn of Washtenaw County Parks to set up a meeting with the Westridge residents and the Home Owners Association leaders to inform them of the recent options related to the Border to Border Trail and the Village's goal for a Westside connector. There have been about a half dozen emails sent to Coy from Westridge residents who were not able to attend the meetings and we need to make sure everyone understands the process and next steps.

November 4, 2009 - Attending Safe Routes 2 School Seminar

November 6, 2009 - Meeting with Donna Dettling and Shawn Ferguson to review draft Economic Advancement Plan report.

November 9, 2009 - Village Council Meeting

November 18, 2009 - Regional Fire Department meeting at 3:30 pm at the Dexter District Library

November 19, 2009 - Downtown Development Authority Meeting

November 23, 2009 - Village Council Meeting

December 14, 2009 - Village Council Meeting

December 16, 2009 - Regional Fire Department meeting at 3:30 pm at the Dexter District Library

December 17, 2009 - Downtown Development Authority meeting

December 28, 2009 - Village Council Meeting

As always, if you have any questions for me please feel free to give me a call. I look forward to seeing you around town.

Shawn W. Keough

Village President

(734) 426-5486 (home number)

[skeough@villageofdexter.org](mailto:skeough@villageofdexter.org)

AGENDA 11-9-09

ITEM J-1

**SUMMARY OF BILLS AND PAYROLL** **9-Nov-09**

Payroll Check Register	11/09/09	\$35,307.88	Bi-weekly payroll processing
Account Payable Check Register	11/10/09	\$294,052.38	
		<b>\$329,360.26</b>	<b>TOTAL BILLS &amp; PAYROLL EXPENDED ALL FUNDS</b>

Summary Items from Bills & Payroll	Amount	Comments

**ALL PAYABLES ARE WITHIN ACCEPTABLE BUDGET LIMITS**  
**DETAIL VENDOR LIST AND ACCOUNT SUMMARY PROVIDED**


*"This is the summary report that will be provided with each packet. Approval of the total bills and payroll expended, all funds will be necessary."*

VENDOR APPROVAL SUMMARY REPORT

Date: 11/04/2009

Time: 2:18pm

Page: 1

Village of Dexter

Vendor Name	Vendor Number	Description	Check Amount	Hand Check Amount
ABSOLUTE COMPUTER SERVICES	ABSOLUTE C	REPAIR NETWORK AT DPW	45.00	0.00
ACI FINANCE INC.	AMER FINAN	2009 SRF BOND ISSUE	17,975.00	0.00
AESCHLIMAN EQUIPMENT CO.	AESCHLIMAN	SWITCH	73.58	0.00
ARBOR SPRINGS WATER CO. INC	ARBOR SPRI	1 5 GAL. WATER	5.75	0.00
AT&T	AT&T		1,255.93	0.00
BARRETT PAVING MATERIALS INC	BARRETT PA	COMM. TOPPIN	444.60	0.00
ALLISON BISHOP	BISHOP	EXPENSE REPORT	162.46	0.00
CARDINAL GARDENS	CARDINAL	GENERAL MAINT. & SPRING BULBS	1,002.00	0.00
CARLISLE-WORTMAN ASSOCIATES	CARL-WORT	DEXTER PHARMACY	105.00	0.00
CHAMPION WATER TREATMENT	CHAMPION W	2 5 GAL WATERS	8.50	0.00
CINTAS CORPORATION	CINTAS	OCTOBER STATEMENT	478.10	0.00
COMCAST	COMCAST	NOVEMBER STATEMENT	265.34	0.00
CORRIGAN OIL COMPANY	CORRIGAN O	GAS	1,135.94	0.00
DEXTER CARDS & GIFTS SHOP	DEX CARDS	SUPPLIES	13.78	0.00
DEXTER DISTRICT LIBRARY	DEXTER DIS	ROOM RENTAL	50.00	0.00
DEXTER MILL	DEX MILL	PANTS	92.00	0.00
DEXTER SENIOR CITIZENS CENTER	DEX SENIOR	NOVEMBER 09 RENT	250.00	0.00
DIUBLE EQUIPMENT INCORPORATED	DIUBLE EQU	CHAINS	49.54	0.00
DONNA DETTLING	DONNA D	EXPENSE REPORT	43.15	0.00
DORNBOS SIGN & SAFTEY INC.	DORNBOS	SIGNS	178.04	0.00
ANDREA DORNEY	DORNEY/AND	EXPENSE REPORT	49.85	0.00
DTE ENERGY	DET EDISON	OCTOBER BILLS	18,898.71	0.00
FERGUSON ADVISORY SERVICES	FERGUSON A	MONTHLY FEES	2,212.90	0.00
GRISSOM JANITORIAL	GRISSOM	CLEANING OCT. 2009	400.00	0.00
HACH COMPANY	HACH CO	SUPPLIES	182.48	0.00
HACKNEY HARDWARE	HACKNEY	OCTOBER STATEMENT	704.71	0.00
HERITAGE NEWSPAPERS	HERITAGE N	LEGALS	299.25	0.00
J & R TRACTOR, LLC	J & R	FILTERS	140.38	0.00
JOHN'S SANITATION	JOHNS SAN	PORTA POTTIES-RENTALS	375.00	0.00
KLAPPERICH WELDING	KLAPPERICH	FABRICATE STORM GRATE	458.00	0.00
LESSORS WELDING SUPPLY	LESSORS	CYLINDER RENTAL	18.00	0.00
EDWARD A. LOBDELL	LOBDELL/ED	EXPENSE REPORT	356.30	0.00
MARY ANN SIMPKINS	SIMPKINS	FARMER'S MARKET SUPPLIES	4.59	0.00
MCI	MCI	LONG DISTANCE	14.88	0.00
MCNAUGHTON-MCKAY	MCNAUGHTON	LIGHTING SUPPLIES	1,677.00	0.00
MILLER, CANFIELD, PADDOCK &	MILLER CAN	PROFESSIONAL SERVICES -SRF	26,532.19	0.00
MILLIGANS LANDSCAPE SERVICES L	MILLIGANS	COMMUNITY PARK PROJECT	5,100.00	0.00
MITA	MITA	ADVERTISEMENT	50.00	0.00
MML WORKERS COMPENSATION FUND	MML	QUARTERLY PAYMENT	5,035.00	0.00
ORCHARD, HILTZ & MCCLIMENT INC	OHM	EQ BASIN	53,164.00	0.00
PARAGON LABORATORIES INC	PARA	CHEMICALS	45.00	0.00
PARTS PEDDLER AUTO SUPPLY	PARTS PEDD	OCTOBER STATEMENT	428.73	0.00
PLANNING & ZONING CENTER, INC.	PLAN & ZON	SUBSCRIPTION 12 MOS.	185.00	0.00
RADTKE TRUCKING, LLC	ROY R	LIME STONE	720.00	0.00
MARIE A. SHERRY	SHERRY/MA	EXPENSE REPORT	150.15	0.00
THOMSON REUTERS	THOMSON RE	ANNUAL MAINTENANCE/LICENSE FEE	205.00	0.00
UTILITY SERVICES AUTHORITY LLC	UTILITY SE	JOB 0130-08-0093	153,011.55	0.00
Grand Total:			294,052.38	0.00

INVOICE APPROVAL LIST BY FUND

Date: 11/04/2009  
 Time: 2:20pm  
 Page: 1

Village of Dexter

Fund	Department	GL Number	Vendor Name	Check	Invoice	Due	Amount
Account	Account	Abbrev	Invoice Description	Number	Number	Date	
Fund: General Fund							
Dept: Village Council							
101-101.000-802.000	Profession		FERGUSON ADVISORY SERVICES	0		11/03/2009	2,212.90
			MONTHLY FEES		DEX1009		
101-101.000-943.000	Council Ch		DEXTER SENIOR CITIZENS CENTER	0		11/03/2009	200.00
			NOVEMBER 09 RENT				
101-101.000-955.000	Miscellaneous		DONNA DETTLING	0		11/02/2009	43.15
			EXPENSE REPORT				
101-101.000-955.000	Miscellaneous		DEXTER DISTRICT LIBRARY	0		11/02/2009	50.00
			ROOM RENTAL				
Total Village Council							2,506.05
Dept: Finance Department							
101-201.000-802.000	Profession		THOMSON REUTERS	0		11/03/2009	205.00
			ANNUAL MAINTENANCE/LICENSE FEE				
Total Finance Department							205.00
Dept: Village Clerk							
101-215.000-901.000	Printing &		HERITAGE NEWSPAPERS	0		11/03/2009	27.00
			LEGALS				
101-215.000-901.000	Printing &		HERITAGE NEWSPAPERS	0		11/03/2009	27.00
			LEGALS				
101-215.000-901.000	Printing &		HERITAGE, NEWSPAPERS	0		11/03/2009	162.00
			LEGALS				
Total Village Clerk							216.00
Dept: Village Treasurer							
101-253.000-861.000	Travel & M		MARIE A. SHERRY	0		11/03/2009	150.15
			EXPENSE REPORT				
Total Village Treasurer							150.15
Dept: Buildings & Grounds							
101-265.000-727.000	Office Sup		ARBOR SPRINGS WATER CO. INC	0		11/02/2009	5.75
			1 5 GALL. WATER		1150855		
101-265.000-727.000	Office Sup		DEXTER CARDS & GIFTS SHOP	0		11/02/2009	13.78
			SUPPLIES		1391		
101-265.000-727.000	Office Sup		HACKNEY HARDWARE	0		11/04/2009	26.61
			OCTOBER STATEMENT				
101-265.000-920.000	Utilities		COMCAST	0		11/02/2009	265.34
			NOVEMBER STATEMENT				
101-265.000-920.000	Utilities		DTE ENERGY	0		11/02/2009	635.00
			OCTOBER BILLS				
101-265.000-935.000	Bldg Maint		CINTAS CORPORATION	0		11/02/2009	92.10
			OCTOBER STATEMENT				
101-265.000-935.001	Office Cle		GRISSOM JANITORIAL	0		11/03/2009	400.00
			CLEANING OCT. 2009		121A		
Total Buildings & Grounds							1,438.58
Dept: Law Enforcement							
101-301.000-920.000	Utilities		DTE ENERGY	0		11/02/2009	340.80
			OCTOBER BILLS				
Total Law Enforcement							340.80
Dept: Fire Department							
101-336.000-920.000	Utilities		DTE ENERGY	0		11/02/2009	426.00
			OCTOBER BILLS				
Total Fire Department							426.00
Dept: Planning Department							
101-400.000-727.000	Office Sup		ALLISON BISHOP	0		11/02/2009	150.36
			EXPENSE REPORT				
101-400.000-861.000	Travel & M		ALLISON BISHOP	0		11/02/2009	12.10
			EXPENSE REPORT				
101-400.000-901.000	Printing &		CARLISLE-WORTMAN ASSOCIATES	0		11/02/2009	40.00
			REVIEW ZONING MAP		2910-109		
101-400.000-901.000	Printing &		HERITAGE NEWSPAPERS	0		11/03/2009	27.00
			LEGALS				
101-400.000-901.000	Printing &		HERITAGE NEWSPAPERS	0		11/03/2009	27.00
			LEGALS				
101-400.000-960.000	Education		PLANNING & ZONING CENTER, INC.	0		11/03/2009	185.00
			SUBSCRIPTION 12 NOS.				
Total Planning Department							441.46

INVOICE APPROVAL LIST BY FUND

Date: 11/04/2009  
 Time: 2:20pm  
 Page: 2

Village of Dexter

Fund	Department	Account	GL Number	Vendor Name	Check	Invoice	Due	Amount
			Abbrev	Invoice Description	Number	Number	Date	
Fund: General Fund								
Dept: Department of Public Works								
101-441.000-740.000	Operating			DIUBLE EQUIPMENT INCORPORATED	0		11/02/2009	49.54
				CHAINS		70154		
101-441.000-740.000	Operating			LESSORS WELDING SUPPLY	0		11/03/2009	18.00
				CYLINDER RENTAL		185022		
101-441.000-740.000	Operating			HACKNEY HARDWARE	0		11/04/2009	94.66
				OCTOBER STATEMENT				
101-441.000-745.000	Uniform Al			CINTAS CORPORATION	0		11/02/2009	171.40
				OCTOBER STATEMENT				
101-441.000-751.000	Gasoline &			CORRIGAN OIL COMPANY	0		11/02/2009	390.97
				GAS				
101-441.000-901.000	Printing &			HERITAGE NEWSPAPERS	0		11/03/2009	13.50
				LEGALS				
101-441.000-920.000	Utilities			DTE ENERGY	0		11/02/2009	1,631.20
				OCTOBER BILLS				
101-441.000-937.000	Equip Main			ABSOLUTE COMPUTER SERVICES	0		11/02/2009	45.00
				REPAIR NETWORK AT DPW		61455		
Total Department of Public Works								2,414.27
Dept: Downtown Public Works								
101-442.000-730.000	Farmers Ma			MARY ANN SIMPKINS	0		11/03/2009	4.59
				FARMER'S MARKET SUPPLIES		206409		
101-442.000-740.000	Operating			MCNAUGHTON-MCKAY	0		11/03/2009	54.00
				DECORATIVE LIGHTING		10542336-00		
101-442.000-740.000	Operating			MCNAUGHTON-MCKAY	0		11/03/2009	1,623.00
				LIGHTING SUPPLIES		10486849-00		
101-442.000-740.000	Operating			HACKNEY HARDWARE	0		11/04/2009	54.66
				OCTOBER STATEMENT				
101-442.000-802.000	Profession			CARDIHAL GARDENS	0		11/03/2009	1,002.00
				GENERAL MAINT. & SPRING BULBS		107		
101-442.000-802.000	Profession			DEXTER SENIOR CITIZENS CENTER	0		11/03/2009	50.00
				NOVEMBER 09 RENT				
101-442.000-920.000	Utilities			DTE ENERGY	0		11/02/2009	563.04
				OCTOBER BILLS				
Total Downtown Public Works								3,351.29
Dept: Municipal Street Lights								
101-448.000-920.003	St Lights			DTE ENERGY	0		11/02/2009	5,554.67
				0000-7727-1				
Total Municipal Street Lights								5,554.67
Dept: Solid Waste								
101-528.000-740.000	Operating			HACKNEY HARDWARE	0		11/04/2009	163.87
				OCTOBER STATEMENT				
101-528.000-740.000	Operating			PARTS PEDDLER AUTO SUPPLY	0		11/04/2009	53.06
				OCTOBER STATEMENT				
Total Solid Waste								216.93
Dept: Parks & Recreation								
101-751.000-731.000	Landscape			MILLIGANS LANDSCAPE SERVICES L	0		11/03/2009	5,100.00
				COMMUNITY PARK PROJECT		2779		
101-751.000-944.000	Portable T			JOHN'S SANITATION	0		11/03/2009	375.00
				PORTA POTTIES-RENTALS		28469		
Total Parks & Recreation								5,475.00
Dept: Insurance & Bonds								
101-851.000-910.000	Work Comp			HML WORKERS COMPENSATION FUND	0		11/03/2009	2,542.68
				QUARTERLY PAYMENT		15233200		
Total Insurance & Bonds								2,542.68
Fund Total								25,278.88
Fund: Major Streets Fund								
Dept: Routine Maintenance								
202-463.000-740.000	Operating			BARRETT PAVING MATERIALS INC	0		11/02/2009	142.85
				COMM. TOPPIN		115374		
202-463.000-740.000	Operating			BARRETT PAVING MATERIALS INC	0		11/02/2009	159.43
				COMM. TOPPIN		115607		
202-463.000-740.000	Operating			BARRETT PAVING MATERIALS INC	0		11/02/2009	142.32
				COMM. TOPPIN		115856		

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Village of Dexter

Fund	Department	GL Number	Vendor Name	Check	Invoice	Due	Amount
Account	Account	Abbrev	Invoice Description	Number	Number	Date	
<b>Fund: Major Streets Fund</b>							
Dept: Routine Maintenance							
202-463.000-740.000	Operating		RADTKE TRUCKING, LLC	0		11/03/2009	720.00
			LIME STONE				
202-463.000-910.000	Work Comp		MML WORKERS COMPENSATION FUND	0		11/03/2009	231.61
			QUARTERLY PAYMENT		15233200		
							-----
Total Routine Maintenance							1,396.21
Dept: Traffic Services							
202-474.000-740.000	Operating		DORNBOS SIGN & SAFETY INC.	0		11/02/2009	178.04
			SIGNS		46965		
202-474.000-910.000	Work Comp		MML WORKERS COMPENSATION FUND	0		11/03/2009	80.56
			QUARTERLY PAYMENT		15233200		
							-----
Total Traffic Services							258.60
Dept: Winter Maintenance							
202-478.000-910.000	Work Comp		MML WORKERS COMPENSATION FUND	0		11/03/2009	118.32
			QUARTERLY PAYMENT		15233200		
							-----
Total Winter Maintenance							118.32
							-----
Fund Total							1,773.13
<b>Fund: Local Streets Fund</b>							
Dept: Contracted Road Construction							
203-451.000-803.000	Contracted		KLAPPERICH WELDING	0		11/03/2009	458.00
			FABRICATE STORM GRATE		9192		
203-451.000-803.000	Contracted		HACKNEY HARDWARE	0		11/04/2009	17.99
			OCTOBER STATEMENT				
							-----
Total Contracted Road Construction							475.99
Dept: Routine Maintenance							
203-463.000-910.000	Work Comp		MML WORKERS COMPENSATION FUND	0		11/03/2009	70.49
			QUARTERLY PAYMENT		15233200		
							-----
Total Routine Maintenance							70.49
Dept: Traffic Services							
203-474.000-910.000	Work Comp		MML WORKERS COMPENSATION FUND	0		11/03/2009	25.18
			QUARTERLY PAYMENT		15233200		
							-----
Total Traffic Services							25.18
Dept: Winter Maintenance							
203-478.000-910.000	Work Comp		MML WORKERS COMPENSATION FUND	0		11/03/2009	55.39
			QUARTERLY PAYMENT		15233200		
							-----
Total Winter Maintenance							55.39
							-----
Fund Total							627.05
<b>Fund: Equipment Replacement Fund</b>							
Dept: Department of Public Works							
402-441.000-939.000	Vehicle Ma		AESCHLIMAN EQUIPMENT CO.	0		11/02/2009	73.58
			SWITCH				
402-441.000-939.000	Vehicle Ma		J & R TRACTOR, LLC	0		11/03/2009	140.38
			FILTERS		44371		
402-441.000-939.000	Vehicle Ma		PARTS PEDDLER AUTO SUPPLY	0		11/04/2009	373.48
			OCTOBER STATEMENT				
							-----
Total Department of Public Works							587.44
							-----
Fund Total							587.44
<b>Fund: SRF Project Fund</b>							
Dept: Administration							
403-248.000-802.000	Profession		ACI FINANCE INC.	0		11/02/2009	17,975.00
			2009 SRF BOND ISSUE				
403-248.000-802.000	Profession		MILLER, CANFIELD, PADDOCK &	0		11/03/2009	26,532.19
			PROFESSIONAL SERVICES		1029582		
							-----
Total Administration							44,507.19
Dept: Equalization Basin							
403-905.000-830.000	Engineerin		ORCHARD, HILTZ & MCLLIMENT INC	0		11/03/2009	53,164.00
			EQ BASIN				

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Village of Dexter

Fund	Department	Account	GL Number	Vendor Name	Check	Invoice	Due	Amount
			Abbrev	Invoice Description	Number	Number	Date	
Fund: SRF Project Fund								
Dept: Equalization Basin								
403-905.000-970.000	Capital Im			UTILITY SERVICES AUTHORITY LLC JOB 0130-08-0093	0		11/03/2009	153,011.55
Total Equalization Basin								206,175.55
Fund Total								250,682.74
Fund: Sewer Enterprise Fund								
Dept: Sewer Utilities Department								
590-548.000-740.000	Operating			HACKNEY HARDWARE OCTOBER STATEMENT	0		11/04/2009	162.92
590-548.000-743.000	Chem Lab			HACH COMPANY SUPPLIES	0	6458406	11/03/2009	182.48
590-548.000-745.000	Uniform Al			CINTAS CORPORATION OCTOBER STATEMENT	0		11/02/2009	120.00
590-548.000-745.000	Uniform Al			DEXTER MILL PANTS	0	38219	11/02/2009	92.00
590-548.000-751.000	Gasoline &			CORRIGAN OIL COMPANY GAS	0		11/02/2009	744.97
590-548.000-824.000	Testing &			PARAGON LABORATORIES INC CHEMICALS	0	59761	11/03/2009	45.00
590-548.000-910.000	Work Comp			MML WORKERS COMPENSATION FUND QUARTERLY PAYMENT	0	15233200	11/03/2009	1,359.45
590-548.000-920.000	Utilities			DTE ENERGY OCTOBER BILLS	0		11/02/2009	4,954.00
590-548.000-920.001	Telephones			AT&T 734 426-4572 813 0	0		11/02/2009	828.92
590-548.000-920.001	Telephones			MCI LONG DISTANCE	0		11/03/2009	14.88
590-548.000-935.000	Bldg Maint			HACKNEY HARDWARE OCTOBER STATEMENT	0		11/04/2009	37.57
590-548.000-937.000	Equip Main			HACKNEY HARDWARE OCTOBER STATEMENT	0		11/04/2009	64.83
Total Sewer Utilities Department								8,607.02
Fund Total								8,607.02
Fund: Water Enterprise Fund								
Dept: Water Utilities Department								
591-556.000-740.000	Operating			CHAMPION WATER TREATMENT 2 5 GAL WATERS	0		11/02/2009	8.50
591-556.000-740.000	Operating			HACKNEY HARDWARE OCTOBER STATEMENT	0		11/04/2009	41.09
591-556.000-745.000	Uniform Al			CINTAS CORPORATION OCTOBER STATEMENT	0		11/02/2009	94.60
591-556.000-824.000	Testing &			ANDREA DORNEY EXPENSE REPORT	0		11/04/2009	49.85
591-556.000-861.000	Travel & M			EDWARD A. LOBDELL EXPENSE REPORT	0		11/03/2009	356.30
591-556.000-901.000	Printing &			HERITAGE NEWSPAPERS LEGALS	0		11/03/2009	15.75
591-556.000-910.000	Work Comp			MML WORKERS COMPENSATION FUND QUARTERLY PAYMENT	0	15233200	11/03/2009	551.32
591-556.000-920.000	Utilities			DTE ENERGY OCTOBER BILLS	0		11/02/2009	4,794.00
591-556.000-920.001	Telephones			AT&T 734 426-4572 813 0	0		11/02/2009	427.01
591-556.000-937.000	Equip Main			HACKNEY HARDWARE OCTOBER STATEMENT	0		11/04/2009	40.51
591-556.000-939.000	Vehicle Ma			PARTS PEDDLER AUTO SUPPLY OCTOBER STATEMENT	0		11/04/2009	2.19
Total Water Utilities Department								6,381.12
Dept: Capital Improvements CIP								
591-901.000-974.000	CIP Capita			MITA ADVERTISEMENT	0	1000-1155	11/03/2009	50.00
Total Capital Improvements CIP								50.00

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Fund  
 Department                      GL Number      Vendor Name                      Check      Invoice      Due  
 Account                          Abbrev          Invoice Description              Number      Number      Date                      Amount

Fund: Water Enterprise Fund

Fund Total                      6,431.12

Fund: Trust & Agency Fund

Dept: Assets, Liabilities & Revenue

701-000.000-253.056

Dexter Pha

CARLISLE-WORTHMAN ASSOCIATES  
 DEXTER PHARMACY

0

2910-110

11/02/2009

65.00

Total Assets, Liabilities & Revenue                      65.00

Fund Total                      65.00

Grand Total                      294,052.38



AGENDA 11-9-09

ITEM J-2

**VILLAGE OF DEXTER**

8140 Main Street Dexter, MI 48130-1092

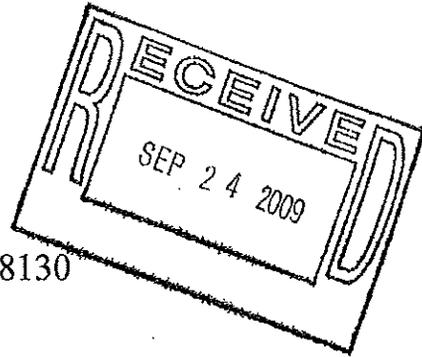
Phone (734)426-8303 Fax (734)426-5614

MEMO

**To: Council**  
**From: President Keough**  
**Date: November 4, 2009**  
**Re: Parks & Recreation Commission Appointment**

I would like to recommend the appointment of Steven Berlage to the open position on the Parks & Recreation Commission position that was vacated by Kim Covert. A copy of his application is attached.

I would also like to make Council aware that John Bellefleur has resigned from the Planning Commission. The Village will be advertising this open position via the Dexter Leader and e-mail update over the next few weeks.



**Village of Dexter**  
8140 Main St. Dexter, Michigan 48130  
Phone (734) 426-8303  
Fax (734) 426-5614

**Application for Appointment as Commission or  
Committee Member**

Name Steve Berlage  
Address 304 Cambridge Drive Email berlage\_steve@emc.com  
Phone 734-239-2258 Best time to call Any

**Which Commission/Committee are you applying for?**

- Zoning Board of Appeals
- Planning Commission
- Parks Commission
- Downtown Development Authority
- Local Development Finance Authority
- Other (Specify) \_\_\_\_\_

**Why are you interested in serving on this Commission/Committee? Are there current events that have spurred your interest?**

*see Attached*

**What particular skills and/or background do you feel that you could bring to this appointment? What other, if any, commissions or committees have you served on?**

*see Attached*

**Please list/attach any other information that you would like to have considered.**

Steve Berlage  
Parks Commission Application

**Why are you interested in serving on this Commission/Committee? Are there current events that have spurred your interest?**

I am interested in becoming involved in the development and growth of Dexter. My family and I have been residents of the Dexter Community since 2004. This is our home, and we are committed to Dexter for the long term. The opening on the Parks Commission is a great opportunity to contribute to our community in an area that has great importance for our residents, as well as the overall appeal of Dexter to attract future residents and business development.

My involvement in other community organizations has made me aware of current and future needs of the community. I feel that I can represent Dexter residents in this capacity, helping the Parks Commission grow and adapt for the future of Dexter.

**What particular skills and/or background do you feel that you could bring to this appointment? What other, if any, commissions or committees have you served on?**

My professional experience in Information Technology Service Delivery has given me a broad exposure to many aspects of planning, project management, budget planning, and customer/vendor relations.

Local to the Dexter Community, I am now on my 3<sup>rd</sup> year on the Dexter Youth Football League Board, serving as Secretary. This has included many operational duties including participant communications, resource management and budget planning. It has also included planning and implementation of technology to upgrade and modernize the tools the league has at its disposal to reach and interact with the community.





AGENDA 11-9-09  
ITEM K-1

## Memo

To: Dexter Village Council  
From: Rich Henes, Cornerstone Design Inc  
Date: 11/4/2009  
Re: Elevator/Stair/Restrooms - Fire Station

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### Progress to date:

A Structural Engineer (SDI) will require soil information and a final building footprint before he can proceed with footing and tower design. I haven't pursued this investigation yet. Need to discuss work with council.

Looking into the fire department antennae and its possible relocation to the top of the tower. Our (CDI) goal is still to consolidate the antennae to a single tower.

ThyssenKrupp Elevator Company continues to review the project details and will be giving us a budget amount soon, I hope. We have met and they have presented many options. These can be discussed at the next council meeting.

The budget continues to evolve as does the structure. Working with several area general contractors to get their input on costs.

Trying to get a real stair cost from American Stair.

Should have more information at Monday's Meeting.

End of Memo





AGENDA 11-9-09  
ITEM C-1

**Memorandum**

To: Village Council and President Keough  
Donna Dettling, Village Manager  
From: Allison Bishop, AICP, Community Development Manager  
Re: Recommendation from PaRC to accept JJR Scope  
Mill Creek Park Phase 1 Permitting  
Date: November 9, 2009

On October 19, 2009 the Parks and Recreation Commission (PaRC) recommended approval to proceed with the JJR Scope of Services for the MDEQ Permitting of the Mill Creek Park Phase 1 in an amount not to exceed \$45,100.

**JJR Mill Creek Park Phase 1 Scope Review and Recommendation** – Included in the packet is the scope of work presented by JJR to take the Village through construction documents (no bidding or construction administration) for all of Phase 1 of the Mill Creek Park project (items outlined in scope). Phase 1 includes development of the Mill Creek Park Phase 1 which includes the downtown park area south of the Main Street Bridge to the cemetery. The scope is based on visioning plans, project sequencing, grant applications, staff guidance and communication. The total project scope is \$117,500. The timeline that has been prepared and presented in the past is also included for your review.

*Recommendation:* It was recommended that the PaRC recommend that Council authorize entering into the contract with JJR to proceed with the MDEQ permitting phase ONLY of the scope in an amount not to exceed \$45,100 to begin the MDEQ permitting phase of the project. Given the 90 day minimum review period and to be ready to begin completion of design and development documents and construction documents following notification of the MNRTF grant award it is recommended that this process be started. Proceeding with additional project components and authorizations will occur following receipt of the grant award notification, the MDEQ permit and further definition of the project scope.

Please feel free to contact me prior to the meeting with questions.

Thank you.





landscape architecture  
planning  
urban design  
civil engineering  
environmental science

September 16, 2009  
Revised October 16, 2009

Ms. Allison Bishop, AICP  
Community Development Manager  
Planning and Zoning  
Village of Dexter  
8140 Main Street  
Dexter, MI 48130

RE: Proposal of Professional Services  
Mill Pond Park – Construction Documents Phase

Dear Ms. Bishop:

JJR, LLC (JJR) is pleased to submit the following proposal of professional services to the Village of Dexter (hereinafter referred to as "CLIENT"). For the work included under this Scope of Services, JJR will utilize the services of Environmental Consulting and Technology, Inc. (ECT) as a subconsultant for specific tasks related to Mill Creek bank restoration and Michigan Department of Environmental Quality (MDEQ) permitting. JJR and ECT will be collectively referenced herein as JJR.

## SCOPE OF SERVICES

### Overview

The Scope of Services developed in this proposal is based on the understanding that JJR will provide design and permitting assistance to the CLIENT for a list of specific improvements identified in the January 2009 *Mill Creek Park Recreation Master Plan* (Master Plan). These improvements are herein referenced as Phase 1 improvements and are identified under the Project Description of this proposal.

The deliverables to be provided by JJR under this Scope of Services include environmental permitting, design development documents and construction documents for all Phase 1 improvements. When complete, the documents will be ready to be assembled and issued to contractors for bidding either as one large contract or as phased documents as funding is made available (future tasks in 2010). The overall construction estimate for the list of Phase 1 improvements is approximately \$1.3 million. CLIENT funding is not currently available in this amount, but the completed work will enable the CLIENT to separate the work by phases of construction as funding becomes available.



Ms. Allison Bishop  
Village of Dexter  
Proposal of Professional Services  
Mill Pond Park – Construction Documents Phase  
September 16, 2009  
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Page 2

The Phase 1 list of improvements is linked to the list of improvements included under the Natural Resource Trust Fund application submitted to the MDNR by the CLIENT and is currently under consideration for the 2010 funding cycle. Preliminary indications from MDNR suggest that the likelihood of obtaining funding is good. This is also evidenced by the recently awarded Waterways Grant to the CLIENT for the design, permitting and construction of three canoe/kayak sites and a related parking area for boating purposes. The list of Phase 1 improvements has also been expanded to include all design features within the project area because of their synergies with one another (design and permitting) and the CLIENT's intentions to be 'shovel ready' for the entire Phase 1 area as funding becomes available.

The coordination of the design and permitting between the Waterways Grant improvements and the Phase 1 improvements is an important consideration. The Waterways Grant provides funding for two of the three canoe/kayak sites that occur within the same area as the Phase 1 improvements (north and south side of the rapids at the Main Street bridge). JJR's fees under this Scope of Services reflect the separation of work under each grant due to administration and permitting purposes and do not duplicate design services.

MDEQ permitting between the two projects will follow separate but parallel timelines. Costs assigned to the permitting phase of work identified below are in addition to the permit costs under the Waterways Grant design proposal. This is necessary since the complexity and extent of impacts are much greater under Phase 1 improvements. Because of this difference, it may become necessary to move forward with bidding and construction of the Waterways Grant improvements on a different schedule as MDEQ permits are obtained.

The compensation section of this proposal reflects the breakdown of services that will enable the CLIENT to move forward into two phases. JJR understands that the design development and construction document phase cannot be authorized by the CLIENT until after the execution of the anticipated Natural Resource Trust Fund Grant or the CLIENT may jeopardize funding for this aspect of the grant. While the CLIENT will be aware of the grant award as soon as early December 2009, the actual agreement may not occur until sometime in early 2010. As such, it will be necessary to move forward with the MDEQ permitting phase as soon as possible so that the overall schedule to complete the construction in 2010 will not be jeopardized.



Ms. Allison Bishop  
Village of Dexter  
Proposal of Professional Services  
Mill Pond Park – Construction Documents Phase  
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### **Project Description**

Based on the design features identified in the Master Plan, the Phase 1 project area will include the design features depicted on the Village Waterfront and Warrior Creek Park Enlargement Plan (Figure 7 in the Master Plan) for the entire area south of Main Street. The wood platform and connecting sidewalk located at the base of the rapids in Warrior Creek Park are the only design features on the north side of Main Street that is included under this phase.

In addition, Mill Creek bank stabilization and habitat structures within the creek are included under Phase 1 improvements and will commence at the Main Street bridge canoe access and extend upstream to and including the confluence area of the first tributary (approximately 1,100 linear feet of stream channel including both banks). This reach of the creek is an extremely important restoration area, as it pertains to and affects the stability of the proposed boardwalk and pathway that will be constructed along the creek banks.

It should be noted that the proposed design includes developing streambank stabilization measures for both sides of Mill Creek, including property owned by both the Village of Dexter and private entities. It will be necessary to develop solutions that will include work on contiguous private property since the stream channel is a natural feature that flows across property boundaries, and evidence of unstable stream conditions occurs on both sides of the stream. Installing streambank stabilization measures on only the Village-owned side of the stream will not fully address the forces that are contributing to the instability of the stream as a whole. Funds invested in stabilizing the non-Village portions of the stream will be a necessary component in stabilizing the stream as a whole and protecting the investments made by the Village of Dexter on the east side of Mill Creek.

### **Basic Services**

JJR understands that the work required under this Scope of Services will include MDEQ permitting and the preparation of plans and specifications that will enable the CLIENT to obtain competitive pricing from local contractors interested in implementing the park improvements. Principal tasks included under this Scope of Services include:

- Environmental Permitting
- Design Development Documents
- Construction Documents – Drawings and Technical Specifications



Ms. Allison Bishop  
Village of Dexter  
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Mill Pond Park – Construction Documents Phase  
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Incidental work items necessary for the completion of the principal tasks include updated and expanded survey, geotechnical investigations, floodplain modeling, updated wetland delineation, refined construction estimating, grant administration assistance and meeting attendance.

The project will be designed as one complete package as if all Phase 1 improvements will be bid as one construction project. If permitted by MDEQ, construction documents completed under the Waterways Grant will be integrated into the Phase 1 documents at this time.

Critical design features to be included within the Basic Services are identified in the Master Plan and referenced as “design features.” Each design feature is described in detail, and the breakdown of each is identified in the Master Plan Appendix A: Itemized Construction Cost Estimate and on Figure 7.

The titles for the design features that will be included under the Basic Services are as follows. These features include the key number designation shown on Figure 7 for easy cross-reference to the Master Plan and the figure.

- Jeffords Street/Waterfront Walkway and Plaza Excluding the Corner Plaza Currently Designed by BRI (#1)
- Stone Seating Area (#2)
- ADA Ramp Connecting Jeffords Street to the Main Street Bridge Underpass (#3A)
- Concrete Walk (#3C South Side of Main Street Only)
- Stormwater Treatment Area (#4)
- Stormwater Feature – 2 Locations (#5)
- Boardwalk (#6)
- Boardwalk Platform – 2 Locations (#7, 1 Location is in Warrior Creek Park at Base of Rapids)
- Riparian Buffer Zone (#9)
- Unmowed Slope (#10)
- Lawn Areas (#11)

The Master Plan also includes a preliminary construction estimate for these features with a total value of approximately \$1.3 million. This value will serve as the construction budget for the construction documents. Based on preliminary discussions with the CLIENT, JJR will be designing to an overall budget that may result in the construction of the work under multiple phases.



Ms. Allison Bishop  
Village of Dexter  
Proposal of Professional Services  
Mill Pond Park – Construction Documents Phase  
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Bidding the work and construction administration services is not included under the Basic Services, since it is uncertain as to the timeframe the work will be constructed and the specific items that will be included under the initial phase of construction.

#### Environmental Permitting

The Waterways Grant and the Phase 1 improvements will require the development of the third and fourth permit application submitted to MDEQ since the original permit for the dam removal project was obtained. The first two pertain to the Jeffords Street expansion, and the school districts trail and footbridge adjacent to Shields Road. Permit approvals require a minimum duration of 90 days to obtain and will become increasingly difficult to obtain. The MDEQ permit application for the Phase 1 improvements will identify the most extensive wetland, floodplain and stream channel impacts since the dam removal permit and will be scrutinized closely. Design features that are expected to be included in an MDEQ permit application include:

- Cutting and placing fill in wetlands and floodplains for the amphitheatre area and ADA sidewalk/ramp.
- The stormwater wetland feature and the lawn area in the lower areas of the park.
- Boardwalks, overlooks and sidewalks.
- Streambank stabilization measures and habitat structures in the creek.

To determine the extent of the proposed floodplain and wetland impacts, post dam removal floodplain modeling will be required. Surveyed topographic cross-sections of the stream channel and lower areas of the site will need to be generated as part of the floodplain modeling. As part of this topographic database, the post dam removal survey information compiled by the CLIENT will be reviewed and expanded upon where critical information was not collected or has changed. Jeffords Street expansion documents and post dam removal restoration documents completed by others for the CLIENT will also be included in the database of existing conditions. Schematic details of boardwalks, paths, bank stabilization measures and typical habitat structures will be assembled as permit details. The preliminary grading plan for the Phase 1 area previously prepared by JJR will provide the basis for cut and fill cross-sections and extent of wetland impacts.

When combined, these documents will become the primary exhibits that will be included in the initial application. It is also expected that as design development and construction documents are assembled, these documents will be submitted as updated exhibits.

The Waterways Grant is expected to be a minor permit compared to the Phase 1 improvements and should be approved quickly. For this reason, these two permits will be applied for separately.



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Prior to the development of the permit documents, JJR will coordinate a pre-application site review meeting with MDEQ to assist in the identification of preliminary permit requirements that will affect the development of these documents. JJR will meet with the CLIENT in advance of this agency meeting to develop an approach and determine CLIENT attendees (meetings 1 and 2).

Deliverables under this task include the following:

- Pre-Application Review Meeting with MDEQ
- Survey Cross-Section Across the Creek and Floodplain at 100' Station Points for a Length of 1,200 Feet of Stream Channel
- Floodplain Modeling for the Existing and Proposed Conditions
- Preliminary Grading Plans Refinements, Cross-Sections, Cut and Fill Calculations for Earthwork in Wetlands and Floodplains
- Schematic Design Details for the Proposed Boardwalk, Overlooks, Sidewalks, Stormwater Outlet, and Streambank Stabilization and Habitat Measures
- Permit Application Forms and Supplemental Narrative
- Updated Wetland Delineation Report
- Complete Application
- One Pre-Application Meeting with MDEQ to Review the Project Area and Obtain Pre-Application Direction

JJR will submit the application on behalf of the CLIENT and will coordinate and attend two (2) CLIENT meetings associated with the pre-application review meeting.

A cash allowance will be established to cover permitting fees. This allowance will only be used associated with the actual costs for the pre-application meeting and the permit application review fees.

#### Design Development Documents

Design Development Documents are preliminary construction documents (plans, cross-sections and details). These documents are not suitable for construction and are intended to address all design issues that will enable the CLIENT to make decisions relevant to the use of materials, their orientation on the site and their cost for implementation. The Master Plan and Figure 7 will be the basis for the development of the Design Development Documents.



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Design Development Documents under this task will include:

- Topographic survey to document site conditions. See Environmental Permitting task for additional survey requirements.
- Geotechnical investigation to determine suitability for boardwalks and pavement foundations. JJR will utilize previously completed soil investigations prepared by the DDA for Jeffords Street improvements and will add three additional borings to complete the documentation needed to determine foundations requirements.
- Preliminary grading plan. JJR will validate and refine the previously completed preliminary grading plan based on the MDEQ pre-application meeting and updated as-built information for the Jeffords Street improvements and the Main Street bridge.
- Preliminary layout plan.
- Preliminary electrical plan (feature #'s 1 and 2 on Figure 7 for light fixtures and power supply).
- Preliminary landscape plan.
- Preliminary irrigation plan for Jeffords Street area only.
- Preliminary details and cross-sections for:
  - Streambank stabilization (Village of Dexter assistance is needed to develop agreements with adjacent property owners for restoration work on the west bank of the creek).
  - Habitat structures.
  - Paving types and boardwalks.
  - Railing types.
  - Bench types.
  - Rain garden.
  - Culvert pipes.
  - Canoe/kayak launch.
  - Rock outcroppings.

JJR will conduct a kick-off meeting (meeting 3) with the CLIENT to discuss these design features, validate construction budget and review the extent of current documentation prepared by others for use by JJR. Discussions concerning the source of off-site fill required for the stone seating area will also be discussed. JJR will prepare meeting minutes.

Following completion of the Design Development Documents, JJR will submit eight (8) sets of the documents to the CLIENT for review and comments. An Opinion of Probable Construction Costs will be included with this submittal.



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JJR will then meet with the CLIENT to discuss the submittal, obtain all comments and discuss potential phasing strategies and other coordination issues with the DDA, Parks and Recreation Commission, Village Council and School District (meeting 4). JJR will prepare meeting minutes.

#### Construction Documents

Based on the approved Design Development Documents, the construction budget authorized by the CLIENT, and initial feedback from the MDEQ, JJR will prepare Construction Documents consisting of drawings and technical specifications setting forth in detail the requirements for the construction of the project.

The preliminary plans, details and cross-sections identified above will be refined, and technical specifications for all proposed material will be prepared. When combined, these documents will become the principal deliverable under this task.

Once complete, JJR will submit eight (8) complete sets of the documents to the CLIENT for review and comments. An updated Opinion of Probable Construction Costs will be included with the submittal.

JJR will then meet with the CLIENT to discuss the submittal, obtain all comments, and discuss potential phasing strategies and other coordination issues with the DDA, Parks and Recreation Commission and Village Council (meeting 4). JJR will prepare meeting minutes. Following the review meeting, JJR will make all required revisions and provide one (1) full set and one (1) electronic copy of the documents to the CLIENT.

#### **Bidding Documents and Construction Phase – Future Work**

Assistance to the CLIENT in the preparation of bidding documents and construction assistance are not included in the Basic Services. A detailed proposal will be submitted to the CLIENT once the following items are determined:

- Construction Budget and Scope of Work
- Method of Bidding the Work
- Schedule
- Level of Assistance Required by JJR During These Phases of Work

#### **Extra Services**

In addition to the above services, JJR would be pleased to provide Extra Services that are requested by the CLIENT. Labor and reimbursable expenses for services in addition to



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those described above shall be compensated in accordance with JJR's Standard Fee and Reimbursement Schedule for the actual hours worked and costs incurred by JJR or at a negotiated fee. Attached is JJR's Standard Fee and Reimbursement Schedule for Extra Services. Extra Services may include, but are not limited to, the following:

Providing services to investigate in the work of independent consultants or construction manager retained by the CLIENT.

Revising drawings, specifications or other documents when the revisions are inconsistent with written approvals or instructions previously given; required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; and/or due to other causes not solely within JJR's control.

Preparing drawings, specifications, supporting data and providing other services in connection with change orders required due to causes not solely within JJR's control.

Preparing perspectives, renderings, models prepared upon the CLIENT's request and not otherwise provided herein.

## **SCHEDULE**

JJR proposes a six (6) month schedule to complete the above described tasks and to be ready for bidding the work in late spring 2010. The actual time required to develop the Design Development and Construction Documents is two (2) months; however, work will not commence until a Trust Fund Grant agreement is executed and the CLIENT authorization to proceed is issued to JJR. The remainder of the time is allocated for agency review and permitting. It is assumed that the MDEQ permit will take between 90 and 120 days to obtain. If any additional services are needed or requested, or if project delays outside of the control of JJR occur, this schedule may need to be adjusted.

## **COMPENSATION**

### **Basic Services**

The CLIENT shall compensate JJR for the SERVICES and in accordance with the Conditions of this Agreement for a lump sum fee of \$117,500 (one hundred seventeen thousand five hundred dollars) inclusive of permit application fee allowance and reimbursable expenses. Invoicing for this work will occur monthly based on the percentage of the work completed.



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The following breakdown is provided to allow the CLIENT to identify a phased approach to authorizing the work so that certain grant obligations can be met. It is assumed that the work will be authorized under two schedules and we have developed a cost breakdown to enable the CLIENT to proceed under this understanding. The first authorization will include all work necessary to complete the MDEQ permit and conduct the basis support studies. The second authorization will include all remaining work for Design Development and Construction Documents.

Compensation is identified as follows:

**MDEQ Permitting (first authorization):**

- Pre-Application Meetings, Permit Exhibits and Permit Application.....\$18,900
- Floodplain Modeling .....\$14,500
- Updated Survey .....\$ 5,500
- Geotechnical Investigations (Soil Borings) .....\$ 3,000
- Permit Application Fee Allowance .....\$ 3,000
- Reimbursable Expenses (Printing, Mailing, Travel).....\$ 200

**Total MDEQ Permitting .....\$45,100**

**Design Development Documents (Second Authorization) .....\$35,500**

**Construction Documents (Second Authorization) .....\$36,100**

**Reimbursable Expenses – Printing, Mailing, Travel (Second Authorization).....\$ 800**

The information contained in the above SCOPE OF SERVICES is proprietary and shall not be disclosed to any parties outside of the CLIENT's staff or be duplicated, used or disclosed in whole or part for any purpose other than to evaluate the proposal. Should the proposal be accepted, the CLIENT shall have the right to duplicate, use or disclose the information to the extent provided through a written agreement with JJR.

We have attached JJR's standard CONTRACT FOR PROFESSIONAL SERVICES (EXHIBIT A) for your review and approval. Your signature below indicates your acceptance of the above SCOPE OF SERVICES and the CONTRACT FOR PROFESSIONAL SERVICES (EXHIBIT A), and will become a binding agreement between JJR and CLIENT.



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Thank you for contacting JJR. We look forward to working with you on this project.

Sincerely,

Paul S. Evanoff, LEED AP  
 Senior Landscape Architect

Henry L. Byma, ASLA  
 Vice President

*s:\proposals\_qualifications\2009\ann arbor\9-0916\_dexter construction documents-revised 1016.docx*

Enclosures: Exhibit A: Contract for Professional Services  
 Standard Fee and Reimbursement Schedule

AUTHORIZED CLIENT REPRESENTATIVE: VILLAGE OF DEXTER

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

PRINTED  
 SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



landscape architecture  
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civil engineering  
environmental science

## EXHIBIT A CONTRACT FOR PROFESSIONAL SERVICES

JJR, LLC hereinafter referred to as "JJR" and Village of Dexter, hereinafter referred to as "CLIENT," agree as follows:

### I. SERVICES

JJR agrees to provide the professional services, as described in the preceding SCOPE OF SERVICES, hereinafter referred to as "SERVICES."

### II. COMPENSATION TERMS

#### A. Method of Payment

1. Payments on account of JJR's SERVICES shall be made monthly in proportion to services performed upon receipt of invoice. Balances remaining unpaid after thirty (30) calendar days are subject to a monthly finance charge of 1 percent (12 percent annually) until paid.
2. JJR reserves the right to suspend work on the project at such time as payment for professional services has become delinquent for sixty (60) calendar days through no fault of JJR. In the event that JJR shall be successful in any suit for damages for breach of this agreement, including non-payment of invoices, JJR shall be entitled to recover, as part of its damages, its reasonable legal costs and expenses for bringing and maintaining any such action.
3. JJR reserves its right to file a Mechanic's Lien against the property of the CLIENT for which professional services are being performed in the event the SERVICES performed on behalf of the CLIENT are not paid for in accordance with the terms of this agreement.

#### B. Subsequent Taxes or Fees

Any taxes or fees, enacted by local, state or federal government subsequent to the date of this contract, and based on gross receipts or revenues will be added to amounts due under this AGREEMENT, in accordance with any such fees or taxes.

JJR, LLC | 110 MILLER AVENUE, ANN ARBOR, MI 48104 | T 734.662.4457 F 734.662.7520



**EXHIBIT A**  
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C. Extra Services

Services in addition to those described as Basic Services in the preceding SCOPE OF SERVICES are to be compensated at the hourly rates noted, and for related reimbursable expenses, in accordance with JJR's Standard Fee and Reimbursement Schedule for the actual hours worked and costs incurred by JJR.

III. **SCHEDULE**

JJR is prepared to initiate the Basic Services upon receipt of a signed copy of this AGREEMENT. The preceding SCHEDULE provides a more detailed description of the project schedule.

IV. **CLIENT RESPONSIBILITIES**

- A. The CLIENT will provide promptly full information regarding the requirements for the project.
- B. The CLIENT will designate a single representative to act in its behalf relative to the project. The CLIENT's representative shall examine documents submitted by JJR and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of JJR's services. JJR shall proceed with services only upon specific written request by the CLIENT's representative.
- C. The CLIENT agrees to report promptly in writing to JJR any fault or defect in JJR's services or nonconformance with the provisions of this contract.
- D. The information, surveys, documents and all other services furnished by the CLIENT and the CLIENT's consultants and contractors shall be provided to JJR at the CLIENT's expense. The CLIENT agrees that JJR is entitled to rely upon the accuracy and completeness of the information provided to JJR by the CLIENT and the CLIENT's consultants and contractors. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold JJR, its agents and employees, and JJR's subconsultants, harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in



documents or other information provided by the CLIENT and the CLIENT's consultants and contractors to JJR.

- E. Drawings and specifications prepared under this AGREEMENT should be used only for the project for which they are made. Drawings and specifications shall not to be used by the CLIENT on other projects or extensions to this project without the prior written authorization by JJR. The CLIENT shall give appropriate acknowledgement that JJR shall be held harmless from any and all actions resulting from such use.

**V. TERMINATION OF AGREEMENT**

Either the CLIENT or JJR may terminate this AGREEMENT at any time with or without cause upon giving the other party ten (10) calendar days prior written notice. The CLIENT shall within ten (10) calendar days of termination pay JJR for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

**VI. ASSIGNMENT**

It is mutually understood and agreed that this AGREEMENT shall be binding upon the CLIENT and its successors and assigns and upon JJR, its successors and assigns. Neither party shall assign nor transfer its interest in this AGREEMENT or any part thereof, without the written consent of the other party.

**VII. INDEMNIFICATION**

- A. JJR agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by JJR's negligent acts, errors or omissions in the performance of professional services under this AGREEMENT and those of his or her subconsultants or anyone for whom JJR is legally liable.
- B. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold JJR harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CLIENT's negligent acts, errors or omissions, and those of his or her contractors, subcontractors or consultants or anyone for whom the



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CLIENT is legally liable, and arising from the project that is the subject of this AGREEMENT.

- C. JJR is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT's own negligence.

**VIII. LIMITATION OF LIABILITY**

- A. It is agreed that in the event that claims for damages are made regarding the performance by JJR of this contract for services, any and all damages shall be limited to the total fees paid to JJR under the contract. Moreover, it is agreed that any and all claims against JJR arising out of performance of this contract shall be brought within one year of the completion of the contract by JJR. Finally, it is agreed that a claim shall not be asserted against JJR unless a written opinion is first obtained from a licensed professional of the same discipline attesting to the meritoriousness of the claim.
- B. Notwithstanding any other provisions of this AGREEMENT, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the CLIENT or JJR, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.
- C. Nothing contained in this AGREEMENT shall create a contractual relationship with or cause of action in favor of a third party against either the CLIENT or JJR. JJR's SERVICES under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other entity shall have a claim against JJR because of this AGREEMENT or the performance or nonperformance of SERVICES hereunder.

**IX. GENERAL COMPLIANCE WITH LAWS AND RESOLUTION OF DISPUTES**

- A. The validity of this AGREEMENT, its interpretation and performance shall be governed exclusively by the laws of the State of Michigan.
- B. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and JJR agree that all disputes between them arising out of



relating to this AGREEMENT shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

- C. The CLIENT and JJR further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

#### X. MODIFICATIONS

Modifications to this AGREEMENT shall be made only by the mutual written consent of the parties hereto.

#### XI. ELECTRONIC MEDIA

Because data stored on electronic media can deteriorate undetected or can be modified without JJR's knowledge, the CLIENT agrees that JJR will not be held liable for the completeness or correctness of the electronic media after an acceptance period of thirty (30) days after delivery of the electronic file(s). Any drawings produced from the electronic file(s) provided by JJR shall not be considered property of JJR, nor will JJR be held liable for such drawings. All drawings produced from the electronic files should be checked against the hard copy supplied to ensure accuracy and consistency.

#### XII. ACKNOWLEDGEMENT

JJR shall be given proper credit and acknowledgments for all services rendered including, but not limited to, planning, design and implementation. Proper credit and acknowledgement shall be defined as being named by the CLIENT or their agent on project identification boards, published articles, promotional brochures, and similar communications.

#### XIII. CHANGED CONDITIONS

It is acknowledged that the services provided by JJR are premised upon conditions and circumstances existing as of the date of this AGREEMENT. It is also acknowledged that these conditions and circumstances may change as a result of state or federal action, legislation or regulation. Therefore, the CLIENT releases and agrees not to sue JJR, its



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agents, parent corporation, or employees for any claims, damages, costs, penalties or cause of action which the CLIENT has or may in the future have, as a result of penalties, costs or damages incurred due to any requirements, restrictions or prohibitions imposed upon the CLIENT, including upon the use of property, by the governments of the state in which the property or project is located and/or the United States of America.

**XIV. SEVERABILITY AND SURVIVAL**

Any provisions of this AGREEMENT later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this AGREEMENT and all provisions of this AGREEMENT allocating responsibility or liability between the CLIENT and JJR shall survive the completion of the services hereunder and the termination of this AGREEMENT.

**XV. WAIVER**

The failure at any time to enforce any provision of this AGREEMENT or failure to exercise any right herein granted shall not constitute a waiver of such provision or such right thereafter to enforce any or all of the provisions of this AGREEMENT.

**XVI. EXTENT OF AGREEMENT**

This AGREEMENT, and any additional or supplementary documents incorporated herein by specific reference, represents the complete and integrated agreement between the CLIENT and JJR, and supersedes all prior negotiations, representations or agreements, either written or oral.



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**Standard Fee and Reimbursement Schedule**  
**JJR, LLC**  
**Ann Arbor, Michigan**  
**January 5, 2009**

PROFESSIONAL AND TECHNICAL STAFF

Principal/ Level 4	\$200.00/hour
Principal/ Level 3	\$180.00/hour
Principal/ Level 2	\$160.00/hour
Principal/ Level 1	\$145.00/hour
Professional Staff/ Level 10	\$145.00/hour
Professional Staff/ Level 9	\$130.00/hour
Professional Staff/ Level 8	\$120.00/hour
Professional Staff/ Level 7	\$110.00/hour
Professional Staff/ Level 6	\$100.00/hour
Professional Staff/ Level 5	\$90.00/hour
Professional Staff/ Level 4	\$85.00/hour
Professional Staff/ Level 3	\$80.00/hour
Professional Staff/ Level 2	\$75.00/hour
Professional Staff/ Level 1	\$70.00/hour
Survey 1-Man Crew	\$150.00/hour
Survey 2-Man Crew	\$180.00/hour
Technical Staff/ Level 2	\$70.00/hour
Technical Staff/ Level 1	\$60.00/hour

These billing rates are subject to semi-annual review and revision.

A surcharge of fifty percent (50%) will be added to hourly rates for expert witness testimony and/or for participation at hearings, depositions, etc.

REIMBURSABLE EXPENSES

Mileage	\$0.55/mile
Travel and Subsistence	Cost
FedEx, Postage, etc.	Cost
Copies (8-1/2" x 11")	\$0.10/copy
Color Copies (8-1/2" x 11")	Cost + 10%
Color Copies (11" x 17")	Cost + 10%
Plotting	Cost + 10%
Reproduction and Printing	Cost + 10%
Materials	Cost + 10%
Equipment Rental	Cost
Subcontract Services	Cost + 10%

INVOICES

Progress invoices shall be issued monthly and payment is due upon receipt. Balances remaining unpaid after thirty (30) days are subject to a monthly finance charge of 1% (12% annually) until paid.

JJR, LLC | 110 MILLER AVENUE, ANN ARBOR, MI 48104 | T 734.662.4457 F 734.662.7520

www.jjr-us.com



**Memorandum**

To: Village Council and President Keough  
Donna Dettling, Village Manager  
From: Allison Bishop, AICP, Community Development Manager  
Re: Recommendation from PaRC to accept JJR Scope  
Waterways Infrastructure Grant  
Date: November 9, 2009

On October 19, 2009 the Parks and Recreation Commission (PaRC) recommended approval to proceed with the JJR Scope of Services for the Waterways Infrastructure Grant in an amount not to exceed \$17,360.

**JJR Waterways Grant Scope Review and Recommendation** – Included in the packet is the scope of work presented by JJR to take the Village through permitting, construction documents, bidding and construction administration of the Waterways Grant project. The scope is based off of elements and requirements that will need to be completed in order to execute the grant as funded. The project includes construction of three (3) non motorized boat launches, access and parking improvements. As noted above, the Village Council has authorized the Grant Agreement with the State of Michigan and the Village recently received the signed grant agreement. The total project cost as outlined within the scope is \$20,990; the additional \$3,360 authorization will be requested following the State's review of the professional services scope as required by the grant agreement. Coordination with the Dexter Community Schools is underway and a final scope approval is required by the State grant administrator and has been requested. Following comments from the State the agreement may change slightly, however Council will be asked for subsequent approvals when the additional scope approvals are required for the remainder of the work.

*Recommendation:* It was recommended that given that the Village has received funding that the PaRC recommend that Village Council authorize the Village to enter into the agreement to start the 90 day minimum MDEQ permitting process and completion of construction documents necessary as part of the permitting process in an amount not to exceed \$17,360. Following receipt of the MDEQ permit it will be recommended that the Village proceed with the scope for bidding and construction assistance (additional \$3,360).

Please feel free to contact me if you have any questions.  
Thank you.



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October 8, 2009

Ms. Allison Bishop  
 Community Development Director  
 Village of Dexter  
 8140 Main Street  
 Dexter, MI 48130

RE: Proposal of Professional Services  
 Mill Pond Park – Waterways Grant  
 Canoe/Kayak Infrastructure Project  
 Construction Documents Phase

Dear Allison:

JJR, LLC (JJR) is pleased to submit the following proposal of professional services to the Village of Dexter (hereinafter referred to as "CLIENT"). For the work included under this Scope of Services, JJR will utilize the services of Environmental Consulting and Technology, Inc. (ECT) as a subconsultant for specific task related to MDEQ permitting. JJR and ECT will be collectively referenced herein as JJR.

**SCOPE OF SERVICES**

Project Description

The Mill Creek Park Canoe/Kayak Infrastructure Project (Infrastructure Project) is designed to meet the following objectives:

- Improve access to the Mill Creek and Huron River for canoeing, kayaking and related recreational experiences;
- Provide safe passage around the new rapids created by the removal of the Mill Pond dam;
- Provide boating access to the Village downtown and Mill Creek Park via the Huron River; and,
- Expand upon the Village economic base through the development of canoe/kayak rentals.

The Infrastructure Project supports the goals identified in the Recreation Master Plan through the development of a diverse land and water based passive recreation system. It will be funded in-part through the Waterways Grant program managed by the MDNR Parks and Recreation Division. The Infrastructure Project will consist of developing and implementing a plan to create Creek access at three sites and related trailhead parking at two of the access sites. (Figure 1: Overall Trail & Canoe/Kayak Infrastructure Plan)



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Approximately 2 miles upstream from the Huron River, an access point and trailhead parking is proposed on property owned by the Dexter School system. The parking area site is situated at the southwest corner of the Shield Road bridge and will utilize a previous parking area that requires modification to accommodate approximately 12 vehicles without trailers. Construction of the parking area will include gravel surface and bituminous surface approach that conforms to ROW standards, delineated parking, entry drive gate and signage.

Access between the parking and creek will occur in-part, on an existing pedestrian trail system connecting the Dexter Schools. A new gravel path will branch off of this paved surface and will require minor earthwork to gain barrier free access down to the lower elevations of the site. From this point, the path will either continue on-grade or become an elevated boardwalk through the existing wetland and floodplain until it reaches the boat access site.

The downstream parking area is located on Village property in Warrior Creek Park near an existing parking lot. No improvements are proposed under the Basic Services for this parking area but it will be upgraded as a pervious parking surface in the next phase of Recreation Master Plan improvements.

A new boat access site will be located in close proximity to this parking area just downstream from the rapids that were created by the dam removal. The third access site is located on the upstream side of the existing rapids. A pedestrian pathway will connect the two access sites via the underpass under the new Main Street bridge. This will allow boaters to safely portage the rapids. The final locations of all three access sites will be finalized during the design phase of the work.

All three access sites will be constructed in a similar manner. Each site will require minor bank modification and stabilization, landing construction, gravel surfacing and signage. The landing will be constructed with gravel surface graded at a gradual slope for safe access into and out of the water. The banks will be notched for the landing and stabilized with flat surfaced stone and will also function as seating.

All sites and parking will be constructed in accordance with ADA accessibility guidelines.

#### Basic Services

JJR understands the work required under this Scope of Services will include the development of construction documents are related work that will enable the Client to obtain competitive pricing from local contractor interested in implementing the improvements. Principal tasks included under this Scope of Services include:

- Construction Documents



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- Environmental Permitting
- Bidding and Construction Assistance

Incidental work items associated with these principal tasks include: environmental permitting, estimating, coordination with the Dexter School District, grant administration assistance to support the CLIENT and meeting attendance.

### **Construction Documents**

JJR will conduct a kickoff meeting with the CLIENT to discuss the project scope, generate a schematic design concept that indicates the configuration of the parking area and locations for each access point along the creek, validate construction budget, and review the extent of current documentation prepared by others for use by JJR. Based on previous review of existing topographic information, survey will not be included under the Basic Services. We will need AutoCAD drawing for all existing surveys and any geotechnical investigations previously completed by the CLIENT and the School District for the affected areas.

Following completion of the kickoff meeting and development of the schematic design concept drawings, JJR will prepare detailed construction documents consisting of plans, details and specifications that will be suitable for use as permit documents and for bidding by local contractors. An Opinion of Probable Construction costs will be included with the submittal.

During this phase of work, JJR will provide miscellaneous assistance to the CLIENT for coordination with the Dexter School District and Washtenaw County Road Commission and grant administration with the MDNR. No coordination meeting are anticipated.

Once complete, JJR will submit 4 complete sets of the documents to the CLIENT for review and comments. An updated Opinion of Probable Construction costs will be included with the submittal. Revisions will be made based on CLIENT review comments.

### **Environmental Permitting**

Permits from the Michigan Department of Environmental Quality (MDEQ) will be needed for impacts to wetlands and streambanks. Project elements that are expected to be included in a MDEQ permit application include balancing cut and fill for the foot paths and access points. It is anticipated that this work will require a minor permit and our Basic Services do not include floodplain modeling or wetland mitigation design. The construction documents will be used for all permit exhibits and modified based on permit submittal requirements.



Ms. Allison Bishop  
Village of Dexter  
Proposal of Professional Services  
Mill Pond Park – Waterways Grant  
Canoe/Kayak Infrastructure Project  
Construction Documents Phase  
October 8, 2009  
Page 4

A pre-application meeting with MDEQ is required or included under the Basic Services.

Deliverables under this task include:

- Permit application forms and supplemental narrative.
- Complete application.
- Grading plans, cross-sections, cut and fill calculations for earthwork in wetlands and floodplains, and design details for the proposed path and canoe access points.
- One application meeting with MDEQ to review the project area.

JJR will submit the application in behalf of the CLIENT and will coordinate and attend one field visit with MDEQ staff reviewing the site.

Based on agency review comments, plans and specifications will be modified.

#### **Bidding Documents and Construction Phase- Future Work**

While it is desirable to bid this work as part of a much larger project, JJR will assume that this will be the only project that will be implemented at Mill Creek Park in 2010.

Under this phase of work, JJR will assist the village in bidding, contract award and construction observation services.

#### **Bidding Documents:**

JJR's effort in assembling the "front end" documents (bidding documents, construction contract forms and general conditions) is estimated to be minimal. We will integrate all front end documents that are provided by the MDNR and Village that will be necessary in meeting the grant requirements. These documents will be combined with the technical specifications and plans into the Project Manual which will be used for bidding purposes.

The project will be advertised and bid by the CLIENT. JJR will attend the pre-bid conference and answer any questions that may arise. We will also issue one addendum to the CLIENT if necessary.

JJR will issue up to 10 sets of the Project Manual to the CLIENT for internal distribution and for contractors.

Once bids are received, JJR will assist the CLIENT in determining the most qualified contractor to complete the work.



Ms. Allison Bishop  
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Construction Follow-up:

During construction, JJR will serve as the primary point of Contact between the CLIENT and the contractor. We do not envision this to be a significant effort and have budget time for the following items:

- Submittal review of specified materials.
- 3 site visits during construction to assess the work in progress and render an opinion to the CLIENT concerning its acceptability.
- A substantial completion inspection and punch list.
- Review of contractor's pay request
- Grant close-out assistance.

We are assuming the as-built drawings will not be required for these items and is not included under our Basic Services.

Extra Services

In addition to the above services, JJR would be pleased to provide Extra Services that are requested by the CLIENT. Labor and reimbursable expenses for services in addition to those described above, shall be compensated in accordance with JJR's Standard Fee and Reimbursement Schedule for the actual hours worked and costs incurred by JJR or at a negotiated fee. Attached is JJR's Standard Fee and Reimbursement Schedule for Extra Services. Extra Services may include, but are not limited to, the following:

Providing services to investigate in the work of independent consultants or construction manager retained by the CLIENT.

Revising drawings, specifications or other documents when the revisions are inconsistent with written approvals or instructions previously given; required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; and/or due to other causes not solely within JJR's control.

Preparing drawings, specifications, supporting data and providing other services in connection with change orders required due to causes not solely within JJR's control.

Preparing perspectives, renderings, models prepared upon the CLIENT's request and not otherwise provided herein.



Ms. Allison Bishop  
 Village of Dexter  
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 Mill Pond Park – Waterways Grant  
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 Construction Documents Phase  
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**SCHEDULE**

JJR proposes a 6 month schedule to complete the above described tasks. The actual time required to develop the Construction documents is 1 months. The remainder of the time is allocated for agency permitting, bidding and construction. It is assumed that the MDEQ permit will take between 90 and 120 days to obtain. If any additional services are needed or requested, or if project delays outside of the control of JJR occur, this schedule may need to be adjusted.

**COMPENSATION**

Basic Services

The CLIENT shall compensate JJR for the SERVICES and in accordance with the Conditions of this Agreement for a lump sum fee of \$ 20,990 (twenty thousand nine hundred ninety dollars) inclusive of allowances.

Compensation is identified as follows:

MDEQ Permitting .....	\$ 6,000
Construction Documents.....	\$10,300
Bid and Construction Assistance .....	\$ 3,630
Reimbursable Expenses (Printing, mailing, travel) .....	\$ 460
MDEQ Permit costs .....	\$ 600

The information contained in the above SCOPE OF SERVICES is proprietary and shall not be disclosed to any parties outside of the CLIENT's staff or be duplicated, used or disclosed in whole or part for any purpose other than to evaluate the proposal. Should the proposal be accepted, the CLIENT shall have the right to duplicate, use or disclose the information to the extent provided through a written agreement with JJR.

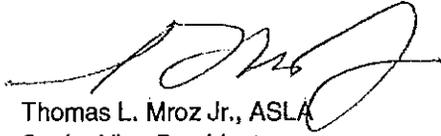
We have attached JJR's standard CONTRACT FOR PROFESSIONAL SERVICES (EXHIBIT A) for your review and approval. Your signature below indicates your acceptance of the above SCOPE OF SERVICES and the CONTRACT FOR PROFESSIONAL SERVICES (EXHIBIT A), and will become a binding agreement between JJR and CLIENT.



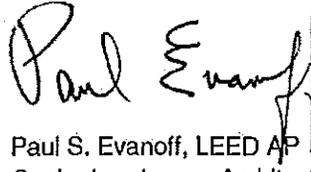
Ms. Allison Bishop  
 Village of Dexter  
 Proposal of Professional Services  
 Mill Pond Park – Waterways Grant  
 Canoe/Kayak Infrastructure Project  
 Construction Documents Phase  
 October 8, 2009  
 Page 7

Thank you for contacting JJR. We look forward to working with you on this project.

Sincerely,



Thomas L. Mroz Jr., ASLA  
 Senior Vice President



Paul S. Evanoff, LEED AP  
 Senior Landscape Architect

*s:\proposals\_qualifications\2009\ann arbor\9-1008\_dexter construcprop waterways grant.docx*

Enclosures: Exhibit A: Contract for Professional Services  
 Standard Fee and Reimbursement Schedule  
 Figure 1: Overall Trail & Canoe/Kayak Infrastructure Plan

AUTHORIZED CLIENT REPRESENTATIVE: VILLAGE OF DEXTER

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

PRINTED  
 SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



landscape architecture  
planning  
urban design  
civil engineering  
environmental science

**EXHIBIT A  
CONTRACT FOR PROFESSIONAL SERVICES**

JJR, LLC hereinafter referred to as "JJR" and Village of Dexter, hereinafter referred to as "CLIENT," agree as follows:

**I. SERVICES**

JJR agrees to provide the professional services, as described in the preceding SCOPE OF SERVICES, hereinafter referred to as "SERVICES."

**II. COMPENSATION TERMS**

**A. Method of Payment**

1. Payments on account of JJR's SERVICES shall be made monthly in proportion to services performed upon receipt of invoice. Balances remaining unpaid after thirty (30) calendar days are subject to a monthly finance charge of 1 percent (12 percent annually) until paid.
2. JJR reserves the right to suspend work on the project at such time as payment for professional services has become delinquent for sixty (60) calendar days through no fault of JJR. In the event that JJR shall be successful in any suit for damages for breach of this agreement, including non-payment of invoices, JJR shall be entitled to recover, as part of its damages, its reasonable legal costs and expenses for bringing and maintaining any such action.
3. JJR reserves its right to file a Mechanic's Lien against the property of the CLIENT for which professional services are being performed in the event the SERVICES performed on behalf of the CLIENT are not paid for in accordance with the terms of this agreement.

**B. Subsequent Taxes or Fees**

Any taxes or fees, enacted by local, state or federal government subsequent to the date of this contract, and based on gross receipts or revenues will be added to amounts due under this AGREEMENT, in accordance with any such fees or taxes.



C. Extra Services

Services in addition to those described as Basic Services in the preceding SCOPE OF SERVICES are to be compensated at the hourly rates noted, and for related reimbursable expenses, in accordance with JJR's Standard Fee and Reimbursement Schedule for the actual hours worked and costs incurred by JJR.

III. SCHEDULE

JJR is prepared to initiate the Basic Services upon receipt of a signed copy of this AGREEMENT. The preceding SCHEDULE provides a more detailed description of the project schedule.

IV. CLIENT RESPONSIBILITIES

- A. The CLIENT will provide promptly full information regarding the requirements for the project.
- B. The CLIENT will designate a single representative to act in its behalf relative to the project. The CLIENT's representative shall examine documents submitted by JJR and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of JJR's services. JJR shall proceed with services only upon specific written request by the CLIENT's representative.
- C. The CLIENT agrees to report promptly in writing to JJR any fault or defect in JJR's services or nonconformance with the provisions of this contract.
- D. The information, surveys, documents and all other services furnished by the CLIENT and the CLIENT's consultants and contractors shall be provided to JJR at the CLIENT's expense. The CLIENT agrees that JJR is entitled to rely upon the accuracy and completeness of the information provided to JJR by the CLIENT and the CLIENT's consultants and contractors. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold JJR, its agents and employees, and JJR's subconsultants, harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT and the CLIENT's consultants and contractors to JJR.
- E. Drawings and specifications prepared under this AGREEMENT should be used only for the project for which they are made. Drawings and



specifications shall not to be used by the CLIENT on other projects or extensions to this project without the prior written authorization by JJR. The CLIENT shall give appropriate acknowledgement that JJR shall be held harmless from any and all actions resulting from such use.

**V. TERMINATION OF AGREEMENT**

Either the CLIENT or JJR may terminate this AGREEMENT at any time with or without cause upon giving the other party ten (10) calendar days prior written notice. The CLIENT shall within ten (10) calendar days of termination pay JJR for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

**VI. ASSIGNMENT**

It is mutually understood and agreed that this AGREEMENT shall be binding upon the CLIENT and its successors and assigns and upon JJR, its successors and assigns. Neither party shall assign nor transfer its interest in this AGREEMENT or any part thereof, without the written consent of the other party.

**VII. INDEMNIFICATION**

- A. JJR agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by JJR's negligent acts, errors or omissions in the performance of professional services under this AGREEMENT and those of his or her subconsultants or anyone for whom JJR is legally liable.
- B. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold JJR harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CLIENT's negligent acts, errors or omissions, and those of his or her contractors, subcontractors or consultants or anyone for whom the CLIENT is legally liable, and arising from the project that is the subject of this AGREEMENT.
- C. JJR is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT's own negligence.

**VIII. LIMITATION OF LIABILITY**

- A. It is agreed that in the event that claims for damages are made regarding the performance by JJR of this contract for services, any and all damages



shall be limited to the total fees paid to JJR under the contract. Moreover, it is agreed that any and all claims against JJR arising out of performance of this contract shall be brought within one year of the completion of the contract by JJR. Finally, it is agreed that a claim shall not be asserted against JJR unless a written opinion is first obtained from a licensed professional of the same discipline attesting to the meritoriousness of the claim.

- B. Notwithstanding any other provisions of this AGREEMENT, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the CLIENT or JJR, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.
- C. Nothing contained in this AGREEMENT shall create a contractual relationship with or cause of action in favor of a third party against either the CLIENT or JJR. JJR's SERVICES under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other entity shall have a claim against JJR because of this AGREEMENT or the performance or nonperformance of SERVICES hereunder.

**IX. GENERAL COMPLIANCE WITH LAWS AND RESOLUTION OF DISPUTES**

- A. The validity of this AGREEMENT, its interpretation and performance shall be governed exclusively by the laws of the State of Michigan.
- B. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and JJR agree that all disputes between them arising out of relating to this AGREEMENT shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.
- C. The CLIENT and JJR further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.



**X. MODIFICATIONS**

Modifications to this AGREEMENT shall be made only by the mutual written consent of the parties hereto.

**XI. ELECTRONIC MEDIA**

Because data stored on electronic media can deteriorate undetected or can be modified without JJR's knowledge, the CLIENT agrees that JJR will not be held liable for the completeness or correctness of the electronic media after an acceptance period of thirty (30) days after delivery of the electronic file(s). Any drawings produced from the electronic file(s) provided by JJR shall not be considered property of JJR, nor will JJR be held liable for such drawings. All drawings produced from the electronic files should be checked against the hard copy supplied to ensure accuracy and consistency.

**XII. ACKNOWLEDGEMENT**

JJR shall be given proper credit and acknowledgments for all services rendered including, but not limited to, planning, design and implementation. Proper credit and acknowledgement shall be defined as being named by the CLIENT or their agent on project identification boards, published articles, promotional brochures, and similar communications.

**XIII. CHANGED CONDITIONS**

- A. It is acknowledged that the services provided by JJR are premised upon conditions and circumstances existing as of the date of this AGREEMENT. It is also acknowledged that these conditions and circumstances may change as a result of state or federal action, legislation or regulation. Therefore, the CLIENT releases and agrees not to sue JJR, its agents, parent corporation, or employees for any claims, damages, costs, penalties or cause of action which the CLIENT has or may in the future have, as a result of penalties, costs or damages incurred due to any requirements, restrictions or prohibitions imposed upon the CLIENT, including upon the use of property, by the governments of the state in which the property or project is located and/or the United States of America.

**XIV. SEVERABILITY AND SURVIVAL**

Any provisions of this AGREEMENT later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this AGREEMENT and all provisions of this AGREEMENT allocating responsibility or liability between the CLIENT and JJR shall



survive the completion of the services hereunder and the termination of this AGREEMENT.

**XV. WAIVER**

The failure at any time to enforce any provision of this AGREEMENT or failure to exercise any right herein granted shall not constitute a waiver of such provision or such right thereafter to enforce any or all of the provisions of this AGREEMENT.

**XVI. EXTENT OF AGREEMENT**

This AGREEMENT, and any additional or supplementary documents incorporated herein by specific reference, represents the complete and integrated agreement between the CLIENT and JJR, and supersedes all prior negotiations, representations or agreements, either written or oral.



landscape architecture  
 planning  
 urban design  
 civil engineering  
 environmental science

**Standard Fee and Reimbursement Schedule**  
**JJR, LLC**  
**Ann Arbor, Michigan**  
**January 5, 2009**

PROFESSIONAL AND TECHNICAL STAFF

Principal/ Level 4	\$200.00/hour
Principal/ Level 3	\$180.00/hour
Principal/ Level 2	\$160.00/hour
Principal/ Level 1	\$145.00/hour
Professional Staff/ Level 10	\$145.00/hour
Professional Staff/ Level 9	\$130.00/hour
Professional Staff/ Level 8	\$120.00/hour
Professional Staff/ Level 7	\$110.00/hour
Professional Staff/ Level 6	\$100.00/hour
Professional Staff/ Level 5	\$90.00/hour
Professional Staff/ Level 4	\$85.00/hour
Professional Staff/ Level 3	\$80.00/hour
Professional Staff/ Level 2	\$75.00/hour
Professional Staff/ Level 1	\$70.00/hour
Survey 1-Man Crew	\$150.00/hour
Survey 2-Man Crew	\$180.00/hour
Technical Staff/ Level 2	\$70.00/hour
Technical Staff/ Level 1	\$60.00/hour

These billing rates are subject to semi-annual review and revision.

A surcharge of fifty percent (50%) will be added to hourly rates for expert witness testimony and/or for participation at hearings, depositions, etc.

REIMBURSABLE EXPENSES

Mileage	\$0.55/mile
Travel and Subsistence	Cost
FedEx, Postage, etc.	Cost
Copies (8-1/2" x 11")	\$0.10/copy
Color Copies (8-1/2" x 11")	Cost + 10%
Color Copies (11" x 17")	Cost + 10%
Plotting	Cost + 10%
Reproduction and Printing	Cost + 10%
Materials	Cost + 10%
Equipment Rental	Cost
Subcontract Services	Cost + 10%

INVOICES

Progress invoices shall be issued monthly and payment is due upon receipt. Balances remaining unpaid after thirty (30) days are subject to a monthly finance charge of 1% (12% annually) until paid.

www.jjr.com





### Memorandum

To: Planning Commission/Village Council  
Donna Dettling, Village Manager  
From: Allison Bishop, AICP, Community Development Manager  
Re: Planning Commission recommendation to extend Katie's Restaurant Final Site Plan  
Katie's Restaurant final site plan extension request  
Date: November 9, 2009

#### PLANNING COMMISSION DECISION

On November 2, 2009 the Planning Commission moved to recommend that the Katie's Restaurant Final Site Plan be extended to October 12, 2010 based on the applicant's presentation and communication at the meeting showing good cause for economic hardship as the reason for the plan not moving forward at this time.

The applicant, Paul Cook, owner of Katie's Restaurant, request for extension of the final site plan for Katie's Restaurant, 2830 Baker Road, is included for your reference.

#### ORDINANCE EXCERPT

Pursuant to Article 21, Section 21.04E9, Final Site Plan Review, Extensions of Time Limits: Time limits set forth in this article may be extended upon showing of good cause, and by written agreement between the petitioner and the **recommendation of the Planning Commission and approval by Village Council.**

#### REVIEW

The Katie's final site plan was originally approved by the Village Council on September 11, 2006. At that time Article 21, Site Plan Review and Approval stated that all final site plans were valid for one (1) year. In October of 2007 the Village Council approved a one (1) year extension of the Katie's final site plan to October 8, 2008.

The applicant's previous extension request was granted based on economic conditions.

The applicant is now requesting his second site plan extension which would have the site plan expiring on October 12, 2010.

#### RECOMMENDATION

It was recommended that the Planning Commission, in accordance with the zoning ordinance, require the applicant to provide information on why the extension is being requested, including showing good cause, and to provide information on what measures the applicant has taken in the past year to move the project forward. It was also recommended that the Planning Commission

request that the applicant provide information on what measures will be taken within the next 12 months to proceed with development of the project if a second extension is granted.

It was suggested that if the applicant could not show good cause or could not demonstrate that there is an intention to move the project forward it is recommended that the Planning Commission deny the request for extension of the final site plan.

If the final site plan is not extended per the applicant's request, the applicant will be required to resubmit the site plan in accordance with the Village's Zoning Ordinance. Resubmittal would include bringing the final site plan up to current standards, including review of access management standards along Baker Road. Much of the information included on the plan would be able to be reused, however updated based on existing or changed conditions and standards. It may also offer the applicant an opportunity to revisit the project to identify issues that may have prevented the project from proceeding as approved in 2006 and since.

If the final site plan is extended following the applicant providing the additional required information the Planning Commission should consider limiting future extensions due to the initial 2006 approval, changes in zoning and engineering standards and changes in development within the surrounding corridor.

## **PLANNING COMMISSION DISCUSSION**

The Planning Commission's discussion to recommend the site plan extension request included, but was not limited to the following:

- Economic time
- Supporting local business
- Fees associated with reapplication/site plan review
- Process for reapplication/site plan review
- Pros/Cons of reapplication
- What the applicant has completed since the original plan approval in 2006
- Why the plan has not moved forward
- Changes to ordinances, standards and development within the corridor
- Length of extension and potential for future extensions

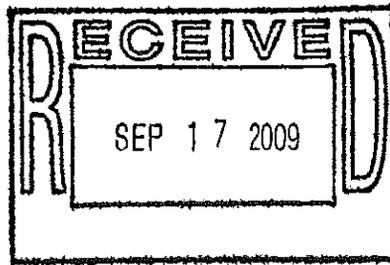
Please feel free to contact me prior to the meeting with questions.

Thank you.

## **SUGGESTED MOTION**

Based on the information provided by the applicant, the Planning Commission's recommendation and the provisions set forth in Section 21.04(E)9, Site Plan Extensions, the Village Council **(APPROVES/DENIES)** the applicant's request to extend the Katie's Restaurant final site plan **(until October 12, 2010)**. The following are the reasons for the decision:

- List Reasons for Approval
- OR
- List Reasons for Denial



9-16-9

I would like to get a  
extension on the Building and  
site plans for KATIE'S 2830 Baker  
with the Pharmacy going in next  
Doos should only make things  
Better.

Thank you  
Paul Hood  
734-761-6061



VILLAGE OF DEXTER - COMMUNITY DEVELOPMENT OFFICE  
8140 Main Street • Dexter, Michigan 48130-1092 • (734) 426-8303 • Fax (734) 426-5614

---

September 28, 2009

Paul Cook  
2830 Baker Road  
Dexter, MI 48130

COPY

Dear Mr. Cook,

The Village has received your second site plan extension request for the Katie's Restaurant Final Site Plan. The Planning Commission will take action on your request at the November 2, 2009 meeting. Pursuant to Section 21.04(E)9 your current final site plan expired on October 12, 2009, however will be extended until the Village takes action on your current extension request.

Pursuant to Section 21.04(E)9, Extensions of Time Limits: Time limits set forth in this article may be extended upon showing of good cause, and by written agreement between the petitioner and the recommendation of the Planning Commission and approval by Village Council.

It is recommended that you provide additional information to show good cause for an additional extension.

Please feel free to contact me if you have any questions.

Thank you.

Sincerely,

Allison Bishop, AICP  
Community Development Manager

CC: Donna Dettling, Village Manager  
File



VILLAGE OF DEXTER - COMMUNITY DEVELOPMENT OFFICE  
8140 Main Street • Dexter, Michigan 48130-1092 • (734) 426-8303 • Fax (734) 426-5614

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October 29, 2009

Paul Cook  
2830 Baker Road  
Dexter, MI 48130

Dear Mr. Cook,

Attached is the memo and information that will be provided to the Planning Commission on November 2, 2009 for their consideration of your site plan extension request for the Katie's Restaurant site plan.

The information recommends that the Planning Commission require you to provide additional information on why the extension is being requested again, showing good cause as required by the ordinance, and to provide additional information on what measures you plan to take over the next 12 months to proceed with the development of your project if an extension is granted.

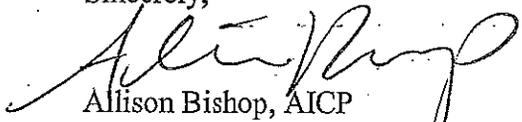
It is recommended that you attend the meeting to provide the information required and/or recommended. You may also submit information in advance of the meeting if possible.

I have included a copy of the agenda for the meeting for your reference.

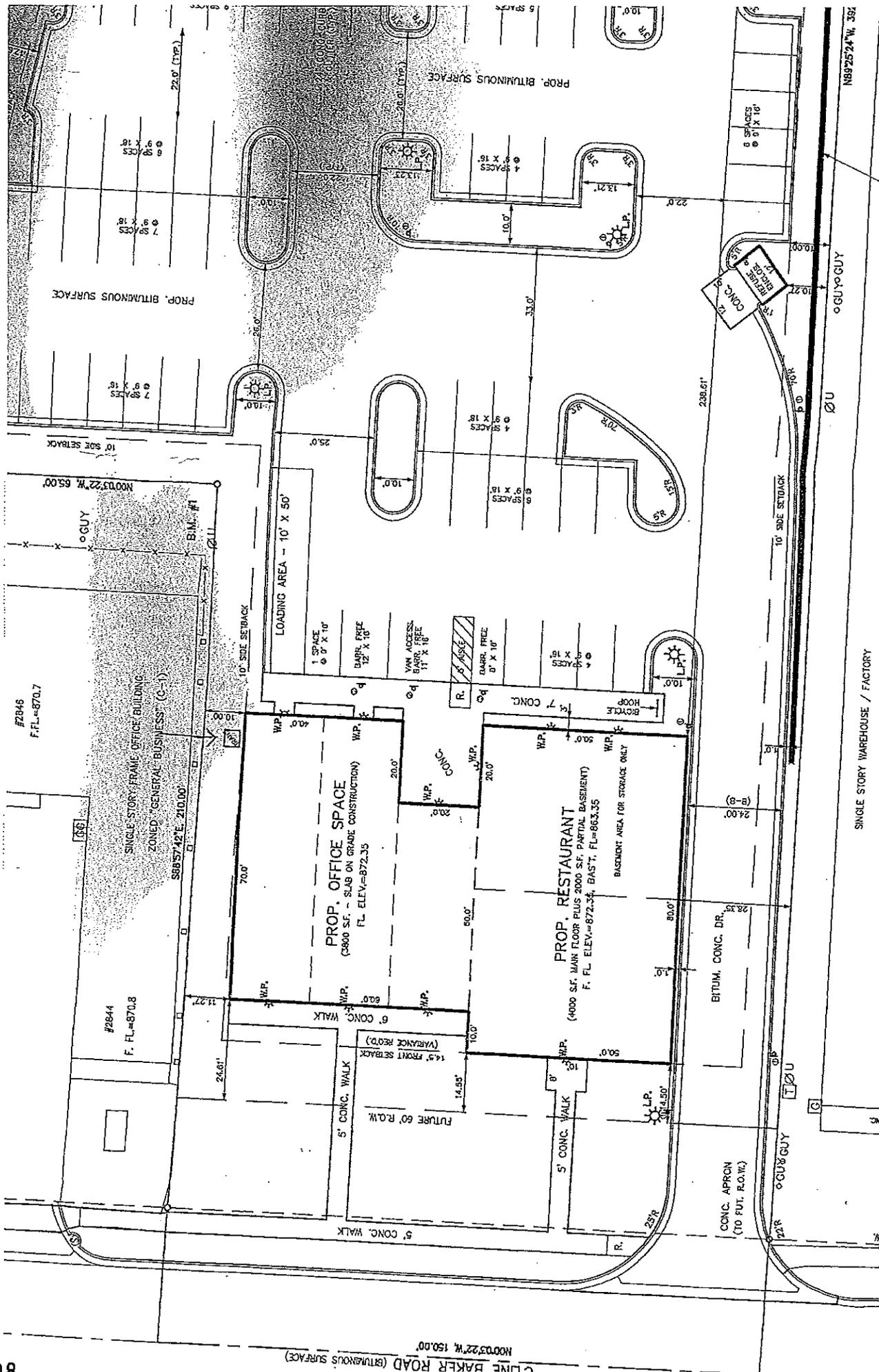
Please feel free to contact me if you have any questions.

Thank you.

Sincerely,

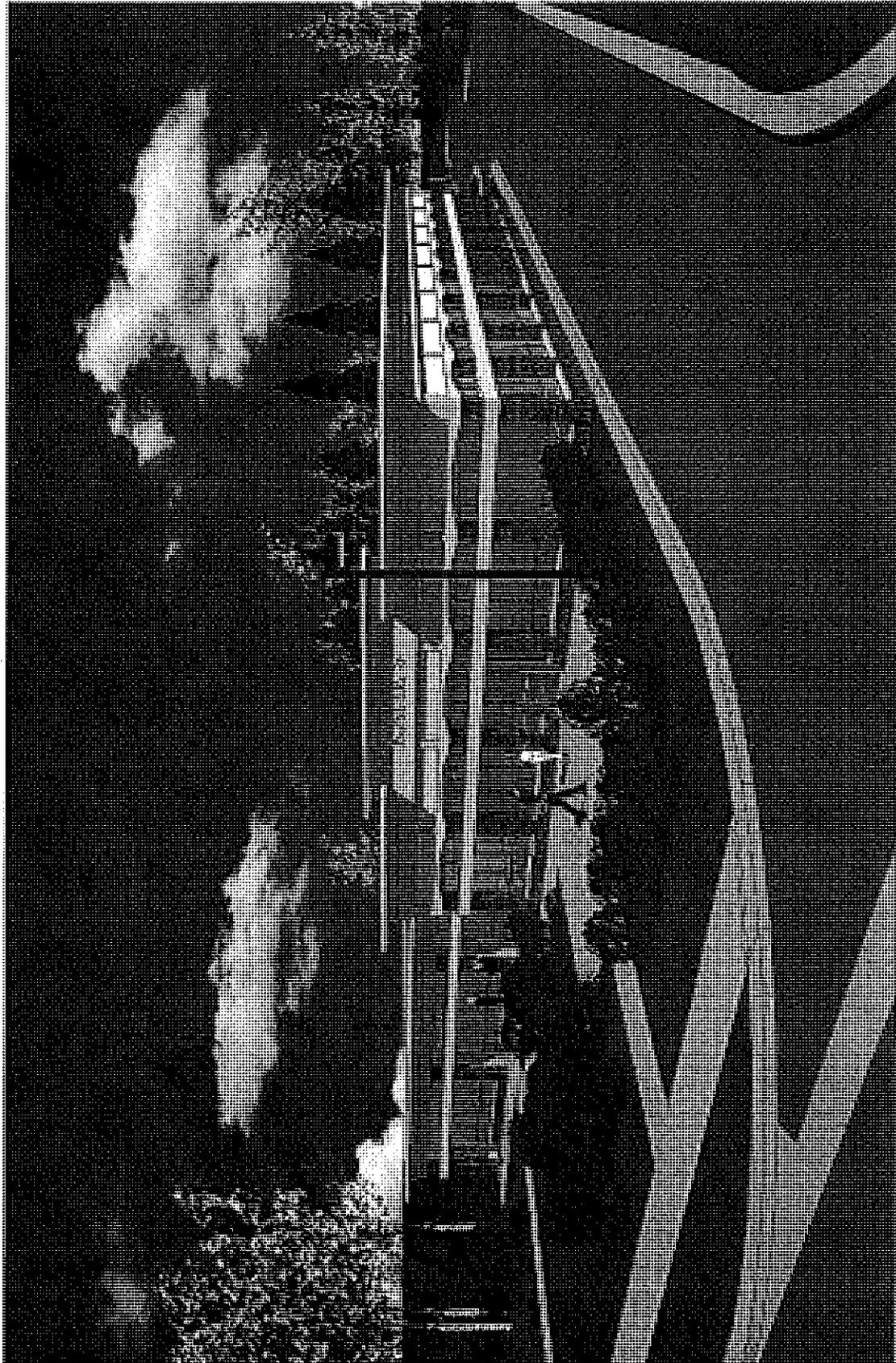
  
Allison Bishop, AICP  
Community Development Manager

CC: Donna Dettling, Village Manager  
File



LINE BAKER ROAD (BITUMINOUS SURFACE) N0003'22"W, 150.00'

SINGLE STORY WAREHOUSE / FACTORY





AGENDA 11-9-09  
ITEM L-4

## VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

[ddettling@villageofdexter.org](mailto:ddettling@villageofdexter.org)  
Phone (734)426-8303 Fax (734)426-5614

### MEMO

**To: President Keough and Council**  
**From: Donna Dettling, Village Manager**  
**Date: November 9, 2009**  
**Re: Water System Improvements Updates**  
**Drinking Water Revolving Fund (DWRF) Project**

In preparation for the November 23, 2009 Council meeting, the following update on the Water System Improvements project is provided. Listed below are the items that will be on the November 23, 2009 agenda.

- Bid Award Recommendation
- Proposal from OHM for Construction Services-Attached for your review
- DWRF Bond Authorizing Resolution

Attached is a memo from OHM that provides an update on the design and funding of the 2010 DWRF Water System Improvements. As indicated in the memo, DEQ has determined that approximately \$526,00 of the project is NOT eligible for funding through the DWRF Loan.

The ineligible work includes the high-service pumps at the current pump house and miscellaneous piping. MDEQ deemed this ineligible, because in their opinion it would be too difficult to differentiate this work from the other ineligible work at the facility. OHM and staff are discussing options with the DEQ in hopes that they reverse their decision of ineligibility. The other ineligible work includes painting, new roof, and valve upgrades in the current pump house that are considered maintenance under DWRF and not eligible. Also included in the ineligible work is the small building addition to the current pump house to accommodate the chemical storage and chemical feed system for the new fluoride system as well as upgrades for sodium hypochlorite storage. The chemical related upgrades were not so black and white in the eligibility guidelines and may have been eligible if they had been included in the original project plan. The Village got a grant for Fluoride equipment in July, which was after the Project Plan was submitted. The addition of fluoride requires an upgrade to the pump house to accommodate the fluoride equipment we received through a grant from the State.

MDEQ also deemed ineligible the replacement of a 4" pipe that in reality only services Bates School. The Village included this in the original project plan, to eliminate a problem area within our Water System, and to provide a dependable connection with a new 8" pipe from a 12" Water Main on Dan Hoey that did not exist when the Bates Water Service was installed. This is a more reliable and direct way to provide water service to Bates School.

We will continue to explore any options available to us to get the high-service pumps included in DWRF Funding. Regardless of the success of this effort, these items need to be completed. The letter references a project cost of approx \$526,000, however this is an estimate that includes \$40,000 in design work that has already been completed and paid for and a 16% contingency.

The Water Fund currently has approximately \$350,000 in unrestricted cash thru the end of the 1<sup>st</sup> quarter 2009 and our first reimbursement from DWRF for expenses we have already incurred will be \$250,000.

# Memorandum



**Date:** October 26, 2009

**To:** Donna Dettling

**From:** Christine Phillips, PE

**Re:** 2010 Dexter DWRF Water System Improvements project and DWRF Funding

Donna –

This memo is to provide an update on the design and funding of the 2010 Dexter DWRF Water System Improvements project.

The design for the water system improvements project has been completed, and will go out for bid tomorrow, October 27, 2009. The bid opening is scheduled for November 13, 2009, and is scheduled to be before the Council for tentative award on November 23, 2009. Construction is expected to begin in the Spring of 2010.

To recap, the 2010 Dexter Water System Improvements project consists of work on four separate project sites described below:

- *Project Location A* (on Grand, Forest and Inverness Streets) – Consists of replacement of approximately 4,100 ft of 4-inch cast iron water main with 8-inch ductile iron water.
- *Project Location B* (at Bates Elementary School) – Involves replacement of the water service connection along with two fire hydrants.
- *Project Location C* (at the Dexter High School property and along Parker and Shield Roads) – Construction of the new Fifth Well with a well house. The Fifth Well will be connected to the existing water system through approximately 3,600 ft of 12-inch transmission main. The well house design includes chemical feed pumps, chemical storage, and electrical power.
- *Project Location D* (at the existing Water Treatment Plant) – Replacement of three 300-gpm high service pumps with three 400-gpm high service pumps, along with construction of a building addition to house fluoride and chemical bulk storage and WTP building improvements (i.e. piping improvements, roof replacement, etc).

The project is scheduled for First Quarter funding in Fiscal Year 2010 through the Drinking Water Revolving Fund (DWRF) administered by the Michigan Department of Environmental Quality (MDEQ). Additional funding is available through American Recovery and Reinvestment Act (ARRA) for DWRF loans closing in the first quarter. However, the exact amount of ARRA funding that will be awarded to the Village is still to be determined, if any.

# Memorandum

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2010 DWRf Wtr Sys Imp  
Oct 26, 2009

Over the past month, several conversations have taken place with the MDEQ to finalize DWRf loan funding. Due to eligibility requirements, the MDEQ has determined that only Project Locations A and C are fundable through the DWRf Loan. Due to the MDEQ determination on project eligibility, the Village will need to fund the design, construction, and construction engineering at Project Locations B and D. This amount is currently estimated at \$526,000. That said, through the DWRf, the planning, design, legal, construction and construction engineering costs for Project Locations A and C are eligible for a low-interest loan (with potential principal forgiveness through the ARRA). Currently, that DWRf funding is estimated at approximately \$2.56 million.

Feel free to contact me if any other information is needed.

October 26, 2009



**VILLAGE OF DEXTER**

8140 Main Street  
Dexter, MI 48130

Attention: Donna Dettling, Village Manager

Re: **2010 Dexter DWRF Water System Improvements  
Construction Services**

Dear Ms. Dettling:

Orchard, Hiltz & McCliment, Inc. (OHM) is pleased to submit this proposal for contract administration, construction engineering, inspection, and construction staking for the 2010 Dexter DWRF Water System Improvements Project.

**PROJECT UNDERSTANDING**

The 2010 Dexter DWRF Water System Improvements project has been designed and will be out for bids on October 27, 2009. The bid opening will be held on November 13, 2009 at your office. After the bids are opened, the Village will continue with the project award. It is anticipated that the construction of the Water System Improvements project will begin in the Spring of 2010.

The 2010 Dexter Water System Improvements project consists of work on four separate project sites, designated as Project Locations A, B, C, and D. At Project Location A, approximately 4,100 ft of 4-inch cast iron water main will be replaced with 8-inch ductile iron water main along Grand, Forest, and Inverness Streets. This replacement will increase the reliability of the water system along with provided increased water pressures in the system in the area of replacement. Project Location B involves replacing the water service connection at Bates Elementary School. Significant work is proposed at Project Location C with the construction of a well house for the new Fifth Well. There is also construction of approximately 3,600 ft of 12-inch transmission main to connect the new well with the Village's existing water system. Finally, at Project Location D, at the existing Water Treatment Plant (WTP), the 300-gpm high service pumps will be replaced with 400-gpm high service pumps. These combined improvements will increase the Village's firm capacity for the water system from 800 gpm to 1100 gpm.

As requested by the MDEQ, the 2010 Dexter Water System Improvements project is being bid in two separate divisions, Division 1: DWRF Funded and Division 2: Non-DWRF Funded. Project Locations A and C are being funded through the DWRF, while Project Locations B and D are being constructed through the Villages water fund. While the scope of services for all locations is the same, the compensation has been split into the separate divisions for the sake of clarity.

**SCOPE OF SERVICES**

OHM has completed the necessary design work and developed contract documents associated with these projects. We would like to offer the following scope of services for construction services.

### Construction Services

1. Conduct a pre-construction meeting with the successful bidder and assist in executing of the contract documents.
2. Construction Staking services will consist of the required staking for the well house, building addition, and water main.
3. Appropriate testing services will be coordinated.
4. Full-time daily observation will be provided when significant construction work or testing is occurring. Daily field reports will be prepared documenting pay item quantities and general progress for the day. Checking line and elevation for compliance with contract documents will also be provided as part of the construction observer's regular responsibilities. Inspection will be reduced to part-time during some construction activities.
5. A project engineer will oversee and supervise observation. In addition, the engineer will be responsible for resolving any interpretations or issues which may arise with the plans or contract documents.
6. The contract administration shall consist of the preparation of construction pay estimates in a timely manner to meet project deadlines for estimate approval, review of contractor construction progress for compliance with the approved project schedule, claim resolution, change order preparation, preparation of a final project punch-list and monitoring site restoration work until completed by contractor.
7. OHM will review and approve all shop drawing submittals.
8. OHM will receive, review, and respond to all contractor RFI's (Request for Information).
9. OHM will process any change order requests submitted by the contractor, and make recommendation to the Village for responding.

### Other OHM Services

1. Record drawings – Upon completion of the construction, OHM will compile the as-built information for the well house, well, water main, building additions and improvements into the final record drawings. We will submit one paper copy and one digital CD with PDFs of the record drawings for the Village's records.
2. Operation and Maintenance (O&M) Manual for the water system – As requested by the Village, OHM will assemble a complete O&M Manual for the water system, including the new well and well house, existing well house and WTP. OHM will provide the Village with 2 complete O&M manuals for their use along with a CD of the document.
3. DWRF Administration - OHM will work with the Village and their financial and legal consultants, as needed, to ensure that the appropriate information is provided to the MDEQ for processing of the DWRF Loan.

### Additional Services

The services outlined herein constitute the total obligation of the parties. If additional services are requested, they can be provided in accordance with OHM's Hourly Rate Schedule for the year in which the services are performed (2009 or 2010) or at an agreed upon fee.

### **COMPENSATION**

The Village will be invoiced monthly for both services rendered on an hourly basis, with a not to exceed amount. Compensation due will be based on the actual hours worked during each phase of the project. The following budgets are presented for your consideration:

*DWRF Funded*

Construction Services, Project Locations A and C

Construction Staking	\$ 30,000
Construction Engineering/Contract Administration	\$120,000
Inspection	\$100,000
<b>Total =</b>	<b>\$250,000</b>

Other OHM Services

Record Drawings	\$ 5,000
Operation and Maintenance Manual	\$ 60,000
DWRF Administration*	\$ 15,000
<b>Total =</b>	<b>\$ 80,000</b>

*Non-DWRF Funded*

Construction Services, Project Locations B and D

Construction Staking	\$ 5,000
Construction Engineering/Contract Administration	\$ 25,000
Inspection	\$ 20,000
<b>Total =</b>	<b>\$ 50,000</b>

NOTE: Testing has not been included in the estimates above. It is approximated that the Testing Services will be \$20,000 for Project Locations A and C, and 5,000 for Project Locations B and C.

\*OHM proposes to continue to provide DWRF Administration on an hourly basis. It is expected that approximately \$15,000 of effort remains on the project.

**SCHEDULE**

It is anticipated that the 2010 Dexter DWRF Water System Improvements project will be completed by October 15, 2010. Record drawings will be provided by December 15, 2010, and the O&M manual will be provided on October 15, 2010.

**CONTRACT TERMS AND CONDITIONS**

The attached Standard Terms and Conditions, dated March 2003 and as shown as Exhibit 1, are incorporated into this proposal by reference, with Section 7 omitted at the request of the Village.

We thank you for this opportunity to provide professional engineering services. Please do not hesitate to contact us if you have questions. Should you find our proposal acceptable, please execute the agreement below and return a copy to us for our files.

Very truly yours,  
**ORCHARD, HILTZ & McCLIMENT, INC.**



Rhett Gronevelt, P.E.  
Client Representative